



भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

9/12/2001

वं. 53]

नई दिल्ली, शनिवार, दिसम्बर 30, 2000/पौष 9, 1922

No. 53]

NEW DELHI, SATURDAY, DECEMBER 30, 2000/PAUSA 9, 1922

इस भाग में चिन्ह पृष्ठ संख्या वी जारी है जिसमें कि यह अस्त्र संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—पार्ट 3—उप-पार्ट (ii)

PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (राजा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आवेदन और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

आई.सी.आई.सी आई. असुरक्षित विमोच्य बंधपत्रों (अक्तूबर 2000 को जारी) पर स्टाम्प शुल्क के कारण प्रभायं है।

(राजस्व विभाग)

[सं. 54/2000—स्टाम्प फास. 33/75/2000—बि.क.]

आदेश

आर. जी. छावड़ा, अवर डचिव

नई दिल्ली 4 दिसम्बर, 2000

स्टाम्प

का.आ. 2812.—भारतीय स्टाम्प अधिनियम, 1899
(1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, मै. आई.सी.आई.सी आई. लिमिटेड, मुम्बई को मात्र एक करोड़ नवासी लाख अट्ठारह हजार सात सौ अट्ठासी रुपये का समकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त कम्पनी द्वारा जारी किए जाने वाले मात्र दो सौ बावन करोड़, पच्चीस लाख, पाँच हजार रुपये के समग्र मूल्य के डिबेंचरों के स्वरूप वाले 504501

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 4th December, 2000

STAMPS

S.O. 2812.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. ICICI Limited, Mumbai to pay consolidated stamp duty of rupees one crore eighty nine lakh eighteen thousand seven hundred eighty eight only chargeable on account of the stamp duty on 504501 ICICI Unsecured Redeemable Bonds (October, 2000 issue) in the nature of

Debentures aggregating to rupees two hundred fifty two crore twenty five lakh five thousand only, to be issued by the said company.

[No. 54/2000-STAMPS/F. No. 33/75/2000-ST]

R. G. CHHABRA. Under Secy.

बंदेश

नई दिल्ली, 6 दिसम्बर, 2000

स्टाम्प

का.आ. 2813.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के बंद (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा, तमिलनाडु इलैक्ट्रोस्टी बोर्ड चैन्नई को एक करोड़ छियासठ लाख इकातलीन हजार रुपये का समर्कित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बोर्ड द्वारा जारी किए जाने वाले मात्र एक सौ छियासठ करोड़ इकातलीस लाख रुपये के समग्र मूल्य के एक लाख रुपये प्रत्येक के प्रोमिसरी नोटों के स्वरूप बाजे 11.65 प्रतिशत टी.एन.ई.सी. (त.ना.इलै. बोर्ड) मिनेनियन पॉवर वंशपत्रों-शुल्कला 1/2000 पर टाम्प शुल्क के बारण प्रभावी है।

[सं. 55/2000-स्टाम्प फा.स. 33/76/2000-वि.क]

जर्जर जी छावड़ा अमर सचिव

ORDER

New Delhi, the 6th December, 2000

STAMPS

S.O. 2813.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits The Tamil Nadu Electricity Board, Chennai to pay consolidated stamp duty of rupees one crore sixty six lakh forty one thousand only chargeable on account of the stamp duty on 11.65 per cent TNEC Millennium Power Bonds—Series 1/2000 in the nature of promissory notes of rupees one lakh each aggregating to rupees one hundred sixty six crore forty one lakh only, to be issued by the said Board.

[No. 55/2000-STAMPS/F. No. 33/76/2000-ST]

R. G. CHHABRA. Under Secy.

मुख्य आयुक्त का कार्यालय केन्द्रीय उत्पाद एवं सीमा शुल्क

कलकत्ता, 10 अक्टूबर, 2000

सं. 1/2000

का.आ. 2814.—अधिसूचना स. 33/94—सीमा शुल्क (एन.टी.) दिनांक 01-7-94 द्वारा मुत्रे प्रदत्त शक्ति का प्रयोग करते हुए मैं ए.के. सिंह मुख्य आयुक्त, सीमा शुल्क पूर्वी क्षेत्र, कलकत्ता, एतद्द्वारा, सीमा शुल्क अधिनियम 1962 (1962 का 52) की धारा 9 के नदन सौज-वासपड़ा थाना-बालेश्वर संदर, दरोक-रेमुणा, तहसील-बालेश्वर, जिला-बालेश्वर के अन्तर्देशीय कन्टेनर विपो के संपूर्ण क्षेत्र को भण्डागारण स्टेशन घोषित करता हूँ।

[सं. म. VIII (40) 1/सीमा/वी वी पा.मा.पा.र-1/2000/पार्ट-1]

ए. के. सिंह, मुख्य आयुक्त

OFFICE OF THE CHIEF COMMISSIONER THE
CENTRAL EXCISE & CUSTOM

Calcutta, the 10th October, 2000

No. 1/2000

S.O. 2814.—In exercise of the power conferred upon me vide Notification No. 33/94-CUS.(N.T.) dated 01-07-94, I, A. K. Singh, Chief Commissioner of Customs, East Zone, Calcutta, hereby declare the entire area of the Inland Container Depot, at Mouza-Bamnada, P.S. Balasore Sadar, Block-Remuna, Tahsil-Balasore, Dist.-Balasore as a warehouse station under Section 9 of Customs Act, 1962 (52 of 1962).

[C. No. VIII(40)1/Cus./BBSR-I/2000/Pt I]

A. K. SINGH, Chief Commissioner

केन्द्रीय उत्पाद शुल्क आयुक्त का कार्यालय

मदुरै, 7 दिसम्बर, 2000

सं. 9/2000-सीमा शुल्क (एन.टी.)

का.आ. 2815.—सीमा शुल्क अधिनियम, 1962 धारा 9 जो भारत सरकार वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के अधिसूचना स. 33/94—सीमा शुल्क (एन.टी.) दिनांक 1-7-94 के साथ पठित, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं एतद्द्वारा तमिलनाडु राज्य के दिण्डुकल जिला, वेडसंदर तालुक के “वी पदुकोट्टै गांव” को सीमा शुल्क अधिनियम, 1962 (1962 का 52) के अधीन जा प्रतिशत नियतोन्मुख उपकरण स्थापित करने हेतु भांडागार घोषित करता हूँ।

[फाइल : सी. म. IV/16/124/2000-टी. 2]

एम. शशिधरन, आयुक्त

OFFICE OF THE COMMISSIONER OF
CENTRAL EXCISE

Madurai, the 7th December, 2000

NO. 9/2000-CUSTOMS (N.T.)

S.O. 2815.—In exercise of the powers conferred on me under Section 9 of the Customs Act, 1962 (52 of 1962) read with Notification No. 33/94-Customs (N.T.) dated 1-7-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I hereby declare “V. Pudukkottai Village”, Vedasandur Taluk, Dindigul District in the State of Tamilnadu to be a warehousing station under the Customs Act, 1962 (52 of 1962) for the purpose of setting up of 100 per cent Export Oriented Undertakings.

[File C. No. IV/16/124/2000-T.2]

N. SASIDHARAN, Commissioner

(आर्थिक कार्य विभाग)

(डेविलिंग प्रभाग)

नई दिल्ली, 4 दिसम्बर, 2000

का.आ. 2816.—भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग (डेविलिंग प्रभाग) के दिनांक 22 जून, 2000 की अधिसूचना सं. 11/2/वीओए-2000 (क) का अधिकारण करते हुए, बैंककानी वित्तियत अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग

वरते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 13 के उपर्युक्त इस अधिसूचना की तारीख से पांच वर्ष की अवधि के लिए आनंदा बैंक पर लागू नहीं होंगे।

[फा. स 11/27/वी.ओ.ए.-2000(क)]

के. वी. एल. माथुर, निदेशक

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 4th December, 2000

S.O. 2816.—In supersession of Government of India, Ministry of Finance, Department of Economic Affairs (Banking Division) Notification No. 11/27/BOA-2000-(a) dated 22nd June, 2000, in exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of Section 13 of the said Act shall not apply for a period of five years from the date of this notification to the Andhra Bank.

[F. No. 11/27/BOA-2000(a)]
K. B. L. MATHUR, Director

नई दिल्ली, 4 दिसम्बर, 2000

का.आ.2817.—भारत सरकार, विन मंत्रालय, आर्थिक कार्य विभाग (वैकिंग प्रभाग) के दिनांक 22 जून, 2000 की अधिसूचना सं. 11/27/वी.ओ.ए.-2000 (ख) का अधिकरण करते हुए, बैंककारी विनियन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त गतियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 13 के उपर्युक्त सममूल्य पर प्रत्येक 10 रु. अंकित मूल्य के 15 करोड़ इक्विटी शेयरों के लिए पब्लिक इफ्फ्य के लिए आनंदा बैंक पर लागू नहीं होंगे।

[सं. 11/27/वी.ओ.ए.-2000 (ख)]

के. वी. एल. माथुर, निदेशक

New Delhi, the 4th December, 2000

S.O. 2817.—In supersession of Government of India, Ministry of Finance, Department of Economic Affairs (Banking Division) Notification No. 11/27/BOA-2000-(b) dated 22nd June, 2000, in exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of Section 13 of the said Act shall not apply to the Andhra Bank for the public issue of 15 crores equity shares of face value of Rs. 10 each at par.

[F. No. 11/27/BOA-2000(b)]
K. B. L. MATHUR, Director

नई दिल्ली, 13 दिसम्बर, 2000

का.आ.2818.—राष्ट्रीय बैंक (प्रबंध एवं प्रकीर्ण उपर्युक्त) स्कीम, 1970 के खंड 8 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपर्युक्त 3 के खंड (क) द्वारा प्रदत्त गतियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक ने परामर्श करने के पश्चात्, एतद्वारा श्री एम बी नागेश्वर राव, जो इस समय इंडियन बैंक में महाप्रबंधक है, को उनके कार्यभार ग्रहण करने की तारीख से पांच वर्ष तक को अवधि के लिए इंडियन बैंक के पूर्ण कार्यालयिक निदेशक (कार्यालयिक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है।

[फा. स. 9/33/2000-वी.ओ. I]

रमेश चन्द, अवर सचिव

New Delhi, the 13th December, 2000

S.O. 2818.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri M. B. Nageswara Rao, presently General Manager, Indian Bank as a whole time director (designated as the Executive Director) of Indian Bank for a period of five years from the date of his taking charge.

[F. No. 9/33/2000-B.O. I]

RAMESH CHAND, Under Secy.

नई दिल्ली, 15 दिसम्बर, 2000

का.आ.2819.—राष्ट्रीय बैंक (प्रबंध एवं प्रकीर्ण उपर्युक्त) स्कीम, 1970 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 को उप-यात्रा 3 के खंड (क) द्वारा प्रदत्त गतियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक में परामर्श करने के पश्चात् एतद्वारा श्री वी. श्रीवर, जो इस समय यूनियन बैंक ग्राहक इंडिया में महाप्रबंधक है, को उनके कार्यभार ग्रहण करने की तारीख से पांच वर्ष तक ही अवधि के लिए यूको बैंक के पूर्ण कार्यालयिक निदेशक (कार्यालयिक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है।

[फा. सं. 9/40/2000-वी.ओ. I]

रमेश चन्द, अवर सचिव

New Delhi, the 15th December, 2000

S.O. 2819.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri V. Sridhar, presently General Manager, Union Bank of India as a whole time director (designated as the Executive Director) of UCO Bank for a period of five years from the date of his taking charge.

[F. No. 9/40/2000-B.O. I]

RAMESH CHAND, Under Secy.

नई दिल्ली, 15 दिसम्बर, 2000

का.आ. 2820.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (1) और खंड 8 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा 3 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा श्री टी.एस. नारायणसामी, जो इस समय यूनियन बैंक आफ इंडिया में महाप्रबंधक है, को उनके कार्यभार ग्रहण करने की तारीख से पांच वर्ष तक की अवधि के लिए पंजाब नेशनल बैंक के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है।

[फा. सं. 9/43/2000-बी.ओ. I]
रमेश चन्द, अवर सचिव

New Delhi, the 15th December, 2000

S.O. 2820.—In exercise of the powers conferred by clause (a) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri T. S. Narayanasami, presently General Manager, Union Bank of India as a whole time director (designated as the Executive Director) of Punjab National Bank for a period of five years from the date of his taking charge.

[F. No. 9/43/2000-B.O. I]
RAMESH CHAND, Under Secy.

नई दिल्ली, 15 दिसम्बर, 2000

का.आ. 2821.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10 की उपधारा (1) खंड (ग) के उपखंड (1) के उपबंध, सैट्रल बैंक आफ इंडिया पर जहां तक मास्टर कार्ड इन्टरनेशनल एशिया पैसिफिक रिजन के बोर्ड में सैट्रल बैंक आफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक श्री दलबीर सिंह की नियुक्ति का संबंध है, लागू नहीं होगे।

[संख्या एफ-20/1/95-बी.ओ.-I]
रमेश चन्द, अवर सचिव

New Delhi, the 15th December, 2000

S.O. 2821.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-clauses (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to Central Bank of India in so far as it relates to the appointment of Shri Dalbir Singh, Chairman and Managing Director, Central Bank of India as a director on the Board of Mastercard International Asia Pacific Region.

[F. No. 20/1/95-B.O. I]
RAMESH CHAND, Under Secy.

शुद्धि पत्र

नई दिल्ली, 15 दिसम्बर, 2000

का.आ. 2822.—भारत के राजपत्र के भाग-II खंड 3 (ii) में प्रकाशित 10 नवम्बर, 2000 की अधिसूचना सं. 7/54/99-बी.ओ. ए में निम्नलिखित संशोधन किया जाता है :—

संदर्भ	के लिए	पढ़ें
पंक्ति (IV)	क्रेडिट इन्फोर्मेशन सर्विसेज आफ इंडिया लि.	क्रेडिट इन्फोर्मेशन बूरो (इंडिया) लि.

[फा. सं. 7/54/99-बी.ओ.ए]
डी. चौधरी, अवर सचिव

CORRIGENDUM

New Delhi, the 15th December, 2000

S.O.2822.—In the notification F.No.7/54/99-BOA dated 10th November 2000 published in Part II Section 3(ii) of the Gazette of India, following modification is made:

Reference	For	Read
Line (v)	Credit Information Services of India Ltd.	Credit Information Bureau (India) Limited

[F.No.7/54/99-BOA]
D. CHOUDHURY, Under Secy.

नई दिल्ली, 20 दिसम्बर, 2000

का.आ. 2823.—रूग्ण औद्योगिक कम्पनी (विशेष उपबंध) अधिनियम, 1985 (1986 का 1) की धारा 6 की उपधारा (2) के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री एम.एस. दयाल को औद्योगिक और वित्तीय पुनर्नियन्त्रण अपीलीय प्राधिकरण को बनाए रखने या अन्यथा, जो भी पहले हो, सरकार के अंतिम निर्णय लेने तक 1 फरवरी, 2001 से और छ: महीने की अवधि के लिए औद्योगिक और वित्तीय पुनर्नियन्त्रण अपीलीय प्राधिकरण के सदस्य के रूप में पुनर्नियुक्त करती है।

[सं. 7/5/98-बी.ओ.-1]
रमेश चन्द, अवर सचिव

New Delhi, the 20th December, 2000

S.O. 2823.—In pursuance of the powers conferred by sub-section (1) of Section 5 read with sub-section (2) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985 (1 of 1986), the Central Government hereby re-appoints Shri M. S. Dayal as a Member, Appellate Authority for

Industrial and Financial Reconstruction (AAIFR), for a further period of six months with effect from 1st February, 2001, subject to the final decision of the Government on the retention or otherwise of AAIFR, whichever event occurs earlier.

[F. No. 7/5/98-B.O. I]
RAMESH CHAND, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 14 दिसम्बर, 2000

का.आ. 2824.—केन्द्रीय सरकार ने कोयला खान (राष्ट्रीयकरण अधिनियम, 1973 (1973 का 26)) की धारा 17 के उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री वी.के. ठकराल, कोयला नियंत्रक को कथित अधिनियम के अधीन या के द्वारा भुगतान आयुक्त को सौंपे गए कार्यों के निष्पादन के प्रयोजनार्थ भुगतान आयुक्त

के अतिरिक्त कार्यभार तत्काल प्रभाव से अगले आदेशों तक, नियुक्त किया जाता है।

[सं. 12/10/97-ए०एस०ओ०]

प्रकाश चन्द्र, अवर सचिव

MINISTRY OF COAL

New Delhi, the 14th December, 2000

S.O. 2824.—In exercise of the powers conferred by sub-section (i) of section 17 of the Coal Mines (Nationalisation) Act, 1973 (26 of 1973) the Central Government has appointed Shri V. K. Thakral Coal Controller to look after the additional charge of Commissioner of payments for the purpose of performing the functions assigned to the Commissioner of Payments by or under the said Act, with immediate effect until further orders.

[No. 12/10/97-ASO]

PARKASH CHAND Under Secy.

नई दिल्ली, 18 दिसम्बर, 2000

का.आ. 2825.—केन्द्रीय सरकार को यह प्रतीत होता है कि इसमें उपावद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्राप्त किये जाने की संभावना है,

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है,

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एमसीएल/एसएमबी/सीजीएम (सीपी एण्ड पी)/अरखापाल/00/15 तारीख 26 अप्रैल, 2000 का निरीक्षण मुख्य महाप्रबंधक (सीपी एण्ड पी), महानदी कोलफिल्ड्स लि. जागृति बिहार, बुरला सम्बलपुर—768018 (उड़ीसा) के कार्यालय में या कलेक्टर और जिला मजिस्ट्रेट अंगुल उड़ीसा के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में, हितवद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्ट्स और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नव्वे दिन के भीतर प्रभारी अधिकारी और विभागाध्यक्ष (राजस्व/सम्पदा, महानदी कोलफिल्ड्स लि., जागृति, बिहार, बुरला सम्बलपुर—768018 (उड़ीसा) को भेजेंगे।

अनुसूची

अरखापाल ब्लाक

तालचेर कोलफिल्ड्स

जिला—अंगुल (उड़ीसा)

सभी अधिकार

(रेखांक सं. : एमसीएल/एसएमबी/सीजीएम (सीपी एण्ड पी)/अरखापाल/00/15, तारीख 26 अप्रैल, 2000)

क्र.सं.	ग्राम	पुलिस थाना और सं.	तहसील/उपखंड	जिला/राज्य	क्षेत्र (एकड़ में)	टिप्पणियाँ
1	2	3	4	5	6	7
1.	इकदाल	तालचेर/89	तालचेर	अंगुल/उड़ीसा	380.00	भाग
2.	हरिहरपुर	तालचेर/160			170.50	भाग

1	2	3	4	5	6	7
3.	गोपाबालवपुर	तालचेर/94		221.42		संपूर्ण
4.	ब्रजनाथपुर	तालचेर/114		621.02		संपूर्ण
5.	कालंदी प्रसाद	तालचेर/110		51.06		संपूर्ण
6.	सिंहनभुइन	तालचेर/189		21.25		संपूर्ण
7.	काँधाल	तालचेर/123		689.38		भाग
8.	बालंगाख मर	तालचेर/125		120.00		भाग
9.	मदनमोहनपुर	तालचेर/124		170.26		भाग
10.	जदुनाथपुर	तालचेर/121		214.19		संपूर्ण
11.	अरखापाल	तालचेर/115		403.51		संपूर्ण
12.	रघुनाथपुर	तालचेर/91		538.87		संपूर्ण
13.	बीररामचन्द्रपुर	तालचेर/88		164.55		संपूर्ण
14.	महादेवपुर	तालचेर/85		93.17		संपूर्ण
15.	रंगामटिया	तालचेर/90		22.59		संपूर्ण
16.	कातेकोलिया	तालचेर/92		161.23		संपूर्ण
17.	त्रिलोचनपुर	तालचेर/122		27.45		संपूर्ण
18.	काँधाल आरक्षित वन	तालचेर/		590.00		भाग

कुल 4579.95 (लगभग)

या

1853.480 हेक्टर (लगभग)

सीमा वर्णन

क-ख-ग

रेखा बिन्दु “क” से प्रारंभ होती है जो ग्राम इकदाल, हरिहरपुर और रघुनाथपुर का त्रिसीमा बिन्दु है। फिर यह ग्राम हरिहरपुर से होकर पूर्व की ओर बिन्दु “ख” तक बढ़ती है, जो फिर से ग्राम हरिहरपुर, गोपाबालवपुर, ब्रजनाथपुर और कालंदी प्रसाद की सीमा के साथ-भाथ पूर्व की ओर बिन्दु “ग” तक जाती है?

ग-ग 1-घ

रेखा काँधाल आरक्षित वन से होते हुए दक्षिण की ओर बिन्दु “ग-1” पर इस अरक्षित वन की दक्षिणी सीमा को स्पर्श करती है। तब यह काँधाल आरक्षित वन की दक्षिणी और पूर्वी सीमा,

ग्राम सिहगमुड़न, कांधाल 31: राधित वन, कांधाल तथा वालुगनखमर की पूर्वी सीमा के साथ-साथ और ग्राम वालुगनखमर से होते हुए बिन्दु "व" पर तक जाती है।

घ-इ-च-छ

बिन्दु "घ" से ऐसा ग्राम वालुगनखपर से होकर पश्चिम वी ओर बिन्दु "इ" तक जाती है। यहां में यह ग्राम वालुगनखमर, मदनमोहनपुर और कांधाल से होते हुए उत्तर की ओर बिन्दु "च" तक जाती है। फिर यह ग्राम कांधाल-दग्गादिपुर, कांधाल-नरहरिपुर, जदुनाथपुर-नरहरिपुर, अरखापाल, नरहरिपुर, अरखापाल-जिल्हा, बीररामचन्द्रपुर-कांधुधालवाहल, बीररामचन्द्रपुर-हेनसमुला, और इकदाल-हेनसमुला की सम्मिलित सीमा के साथ-साथ उत्तर पश्चिम दिशा में बिन्दु "छ" तक जाती है।

छ-क

ऐसा ग्राम इकदाल की पश्चिमी सीमा के साथ-साथ उत्तर दिशा में आगे बढ़ती है और आरंभिक बिन्दु "क" पर मिलती है।

[सं. 43015/8/2000-पी आर आई डब्ल्यू]

एस. कृष्णन, उप सचिव

New Delhi, the 18th December, 2000

S.O. 2825.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands in the locality mentioned in the Schedule here to annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (herein-after referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan No.MCL/SAMB/CGM (CP&P)/Arkhapal/00/15, dated the 26th April, 2000 of the area covered by this notification can be inspected at the office of the Chief General Manager (Coal Project & Planning) Mahanadi Coalfields Limited, Jagriti Vihar, Burla, Sambalpur-768018 (Orissa) or at the office of the Collector and District Magistrate, Angul, Orissa or at the office of the Coal Controller, I, Council House Street, Calcutta.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the officer-in-charge and Head of the Department (Revenue/Estate), Mahanadi Coalfields Limited, Jagriti Vihar, Burla, Sambalpur-768018 (Orissa) within ninety days from the date of the publication of this notification in the Official Gazette.

SCHEDULE

Arkhapal Block

Talcher Coalfield

District Angul (Orissa)

All rights

(Plan bearing No.MCL/SAMB/CGM (CP&P)/Arkhapal/00/15 dated the 26th April, 2000)

Sl. No.	Village	Police Station and No.	Tahsil/Sub Div.	District/State	Area in Acres	Remarks
1	2	3	4	5	6	7
1.	Ekdal	Talcher/89	Talcher	Angul/Orissa	380.00	Part
2.	Hariharpur	Talcher/160	Talcher	Angul/Orissa	170.50	Part

1	2	3	4	5	6	7
3.	Gopaballavpur	Talcher/94	Talcher	Angul/Orissa	221.42	Full
4.	Brajanathpur	Talcher/114	Talcher	Angul/Orissa	621.02	Full
5.	Kalandiprasad	Talcher/110	Talcher	Angul/Orissa	51.06	Full
6.	Sihanbhuin	Talcher/109	Talcher	Angul/Orissa	21.25	Full
7.	Kandhal	Talcher/123	Talcher	Angul/Orissa	609.38	Part
8.	Balunga Khamar	Talcher/125	Talcher	Angul/Orissa	120.00	Part
9.	Madanmohanpur	Talcher/124	Talcher	Angul/Orissa	170.26	Part
10.	Jadunathpur	Talcher/121	Talcher	Angul/Orissa	214.19	Full
11.	Arkhopal	Talcher/115	Talcher	Angul/Orissa	403.51	Full
12.	Raghunathpur	Talcher/91	Talcher	Angul/Orissa	538.87	Full
13.	Biraramachandrapur	Talcher/88	Talcher	Angul/Orissa	164.55	Full
14.	Mahadevpur	Talcher/85	Talcher	Angul/Orissa	93.17	Full
15.	Rangamatia	Talcher/90	Talcher	Angul/Orissa	22.59	Full
16.	Kanteikolia	Talcher/92	Talcher	Angul/Orissa	161.23	Full
17.	Trilochanpur	Talcher/122	Talcher	Angul/Orissa	27.45	Full
18.	Kandhal Reserve Forest	Talcher/	Talcher	Angul/Orissa	590.00	Part

Total 4579.95
(Approximately)

or

1853.480

Hatares
(Approximately)

Boundary Description

A-B-C :—The line starts from point 'A', which is the trijunction point of villages Ekdal, Hariharpur and Raghunathpur. Then it proceeds towards east through village Hariharpur upto point 'B', which is again the trijunction point of villages Hariharpur Gopaballavpur and Dumduma. From here, it moves towards east along the northern boundary of villages Gopaballavpur, Brajanathpur and Kalandiprasad upto point 'C'.

C-C1-D :—The line moves towards south through Kandhal Reserve Forest and touches the southern boundary of this Reserve Forest at point 'C1'. Then it moves along the southern and eastern boundary of Kandhal Reserve Forest, eastern boundary of village Sihanbhuin, Kandhal Reserve Forest, Kandhal and Balugankhamar and through village Balugankhamar upto point 'D'.

D-E-F-G:—From point 'D' the line moves towards west through village Balugankhamar upto point 'E'; From here it moves towards north through village Balugankhamar, Madanmoharpur and Kandhal upto point 'F'. Then it moves towards north-west along the common boundary of villages Kandhal-Anadipur, Kandhal-Naraharipur, Jadunathapur-Naraharipur, Arkhapal-Naraharipur, Arkhapal-Jilinda, Biraramachandrapur-Khandualbahal, Biraramachandrapur-Hensmula and Ekdal-Hensmula upto point 'G'.

G-A:—The line proceeds towards north along the western boundary of village Ekdal and meets at the starting point 'A'.

[No. 43015/8/2000-PRW]

S. KRISHNAN, Dy. Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 01 दिसम्बर, 2000

का.आ.2826.—केन्द्रीय सरकार वायुयान नियम, 1937 के नियम 3क के उपनियम (i) के अनुसरण में, और भारत सरकार के तत्कालीन पर्यटन और नागर विमानन मंत्रालय की अधिकारी सं. का.आ. 3209, तारीख 17 अगस्त, 1982 को उन वातों के निवाय अधिकारीत करते हुए, जिन्हें ऐसे अधिकरण से पूर्व किया गया है या करने का लोप किया गया है, फ्लाइंग क्लबों/स्कूलों/संस्थाओं/प्रशिक्षण महाविद्यालयों/ग्लाइंडिंग क्लबों/ग्लाइंडिंग विंग/ग्लाइंडिंग केन्द्रों के मुख्य उड़ान अनुदेशक/विमान चालक/भार साधक अनुदेशक को, 1500 कि.ग्रा. से अनधिक के सर्वाधिक भार वाले वायुयान की बाबत उक्त नियमों के नियम 38 के खंड (क) और अनुसूची II के अनुभाग ख, ग, घ में निर्दिष्ट छात्र पाइलेट अनुबंधित का नवीकरण करने के लिए प्राधिकृत करती है।

[फा. स. ए. वी. 11012/22/98-ए]
वी. जे. मेनन, अवर सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 1st December, 2000

S.O. 2826.—In pursuance of sub-rule (1) of rule 3A of the Aircraft Rules, 1937, and in supersession of notification of the Government of India in the then Ministry of Tourism and Civil Aviation, No. S.O. 3209 dated the 17th August, 1982, except as respects things done or omitted to be done before such supersession, the Central Government hereby authorises the Chief Flying Instructor|Pilot Instructor-in-Charge of the Flying Clubs|Schools|Institutions|Training Colleges/ Gliding Clubs/Gliding Wings/Gliding Centre to grant or renew Student Pilot's Licence

referred to in clause (a) of rule 38 and section B, C, and D of Schedule II to the said rules in respect of aircraft having all-up-weight not exceeding 1500 Kg.

[F. No. AV. 11012/22/98-A]

V. J. MENON, Under Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 28 नवम्बर, 2000

का.आ.2827.—राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (2) और (4) के अनुसरण में रेल मंत्रालय (रेलवे बोर्ड) उत्तर रेलवे नवा दक्षिण मध्य रेलवे के निम्नलिखित कार्यालयों को जहां, 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है;

उत्तर रेलवे (मुरादाबाद मडल)

1. स्वास्थ्य केन्द्र, झारीपानी
2. स्वास्थ्य केन्द्र, वालामऊ
3. स्वास्थ्य केन्द्र, रोजा
4. स्वास्थ्य केन्द्र, शाहजहांपुर
5. स्वास्थ्य केन्द्र, हरथला
6. स्वास्थ्य केन्द्र, साउथ कालोनी, मुरादाबाद
7. स्वास्थ्य केन्द्र, हापुड़
8. स्वास्थ्य केन्द्र, लक्सर
9. स्वास्थ्य केन्द्र, हरिद्वार

10. बग्गट मुख्य स्वास्थ्य निरीक्षक, मुरादाबाद
 11. स्वास्थ्य निरीक्षक (स्टेशन), मुरादाबाद
 दक्षिण मध्य रेलवे
 12. मवारी डिक्ट्रा मरम्मत कारखाना, तिरुपति ।

[स. हिन्दी 2000/रा भा 1/12/3]

डी. पी. विपाठी, सचिव

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 28th November, 2000

S.O. 2827.—In pursuance of Sub-Rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (Use for official purposes of the Union) the Ministry of Railways (Railway Board) hereby, notify the following offices of Northern Railway and South Central Railway where 80 per cent of the staff have acquired the working knowledge of Hindi.

Northern Railway (Moradabad Division)

1. Health Unit, Jharipani
2. Health Unit, Balamau
3. Health Unit, Roja
4. Health Unit, Shahjahanpur
5. Health Unit, Harthala
6. Health Unit, South Colony, Moradabad
7. Health Unit, Hapur
8. Health Unit, Laksar
9. Health Unit, Haridwar
10. Senior Chief Health Inspector, Moradabad
11. Health Inspector (Station), Moradabad

South Central Railway

12. Carriage Repair Workshop, Tirupati.

[No. Hindi-2000/OL-1/12/3]

D. P. TRIPATHI, Secy.

इस्पात मंत्रालय

नई दिल्ली, 5 दिसम्बर, 2000

का.आ. 2828:—राजभाषा (संघ के जासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (या संशोधित, 1987) के नियम 10 के उपनियम (4) के अनुसरण में केन्द्रीय सरकार एतद्वारा इस्पात मंत्रालय के प्रशासनिक नियंत्रणाधीन फैरो स्कैप

नियम लिमिटेड, बोकारो जिसके 80 प्रतिशत से अधिक कर्मचारीवृद्धि ने हिन्दी का कार्यमाधिक ज्ञान प्राप्त कर लिया है को अधिसूचित करनी है।

[रा. ई. 11011/1/95-हिन्दी]

हरि मोहन, निदेशक

MINISTRY OF STEEL

New Delhi, the 5th December, 2000

S.O. 2828.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purpose of the Union) Rules, 1976 (as amended 1987), the Central Government hereby notifies the Ferro Scrap Nigam Limited, Bokaro under the administrative control of Ministry of Steel, where more than 80 per cent staff have acquired working knowledge of Hindi.

[No. E. 11011/1/95-HINDI]

HARI MOHAN, Director

यूवक कार्यक्रम और खेल मंत्रालय

नई दिल्ली, 15 दिसम्बर, 2000

का.आ. 2829—इस मंत्रालय की दिनांक 12 अप्रैल, 1991 की अधिसूचना म एफ. 15-2/89-भा.खे. प्रा. का अतिक्रमण करते हुए, श्री अमृत मायुर, मंत्रिव. भारतीय खेल प्राधिकरण को श्री डॉ. पी. भाटिया, कार्यकारी निदेशक (टीम), भारतीय खेल प्राधिकरण के स्थान पर, राष्ट्रीय भारतीयम्, 1989 की विशेष आयोजन ममिनि के सदस्य-मंत्रिव के रूप में नामित किया जाता है।

[मि सं. 15-2/89-भा.खे. प्रा (माई)]

अमृत मुमार, अवर मंत्रिव

MINISTRY OF YOUTH AFFAIRS & SPORTS

New Delhi, the 15th December, 2000

S.O. 2829.—In supersession of this Ministry's Notification No. F. 15-2/89-SAI dated 12th April, 1991, Shri Amit Mathur, Secretary, Sports Authority of India is nominated as Member-Secretary of Special Organising Committee of National Bharatiyam 1989 in place of Shri O. P. Bhatia, Executive Director (TEAMS), Sports Authority of India.

[F. No. 15-2/89-(Desk) SAI]

ASHOK KUMAR, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

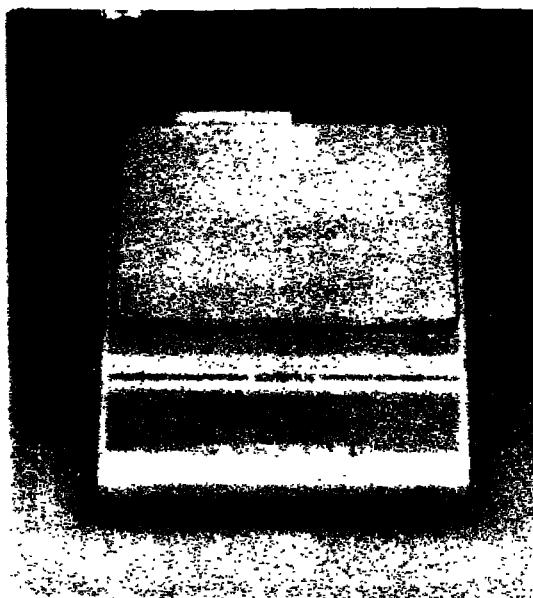
(उपभोक्ता मामले विभाग)

नई दिल्ली, 20 दिसम्बर, 2000

का. आ. 2830.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सारटोरियस इंडिया प्राइवेट लिमिटेड, सं. 10, तीसरा फेज, पीन्या, छठा मेन, के आई ए डी बी इंडस्ट्रियल एरिया, बंगलौर-560058 द्वारा विनिर्मित विशेष यथार्थता(यथार्थता वर्ग 1) वाले “जी एम” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के माडल का, (जिसे इसमें इसके पश्चात् “माडल” कहा गया है) और जिसके ब्रांड का नाम “सारटोरियस” है, और जिसे अनुमोदन चिह्न आई एन डी/09/00/66 दिया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह माडल विशेष यथार्थता वर्ग (यथार्थता वर्ग 1) का अंकक सूचन सहित टेबल टाप प्रकार का एक तोलन उपकरण है, जिसकी अधिकतम क्षमता 1.5 किलो ग्राम और न्यूनतम क्षमता 1 ग्राम है। सत्यापन मापमान अन्तराल (ई) 10 मिलीग्राम है। प्रदर्शन एकक द्रव क्रिस्टल प्रदर्शन (एल सी डी) प्रकार है। उपकरण 220 बोल्ट और 50 हर्ट्ज प्रत्याकृति धारा विद्युत प्रदाय पर कार्य करता है ;



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता 50 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) की अधिकतम संख्या 50,000 से अधिक या उसके बराबर है (एन \geq 50,000) तथा जिसका “ई” मान 1×10 के, 2×10 के और 5×10 के है, जिसमें के धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम.-21(147)/99]
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

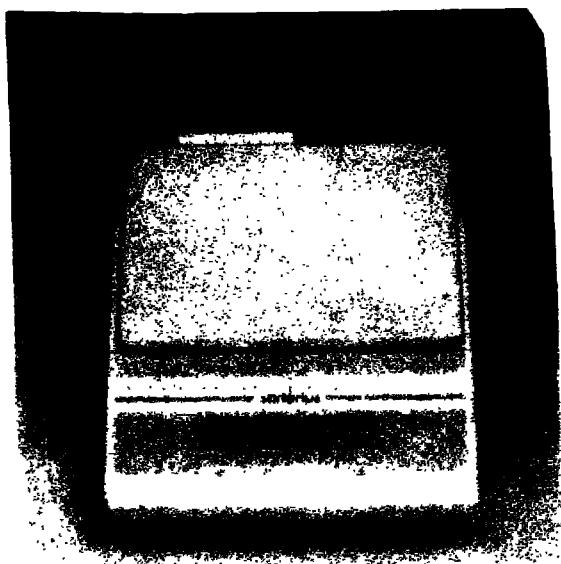
(Department of Consumer Affairs)

New Delhi, the 20th December, 2000

S. O. 2830.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see figure), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of model of non-automatic, weighing instrument (table top type) with digital indication (hereinafter referred to as the model), of "GM" series belonging to special accuracy class (accuracy class I) and with brand name "SARTORIUS" manufactured by M/s. Sartorius India Pvt. Ltd., No. 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560 058 and which is assigned the approval mark IND/09/00/66;

The model is a non-automatic weighing instrument of table top type with digital indication of maximum capacity 1.5 kg, minimum capacity 1 g. and belonging to special accuracy class (accuracy class I). The value of verification scale interval (e) is 10mg. The display unit is of Liquid Crystal Display (LCD) type. The instrument operates on 220 volts, 50 hertz, alternate current power supply ;



Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg and maximum number of verification scale interval (n) more than or equal to 50,000 ($n \geq 50,000$) and with 'e' value to 1×10^k 2×10^k and 5×10^k k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials which the approved model has been manufactured.

[F. No. W.M.-21(147)/99]

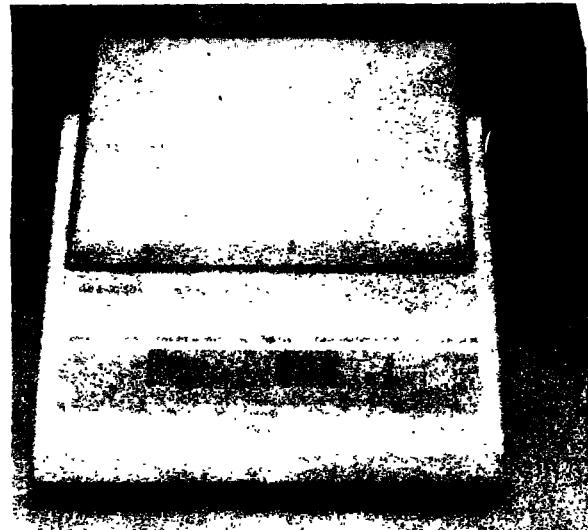
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 20 दिसम्बर, 2000

का. आ. 2831.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सारटोरियस इंडिया प्राइवेट लिमिटेड, सं. 10, तीसरा फेज, पीन्या, छठा मेन, के आई ए डी बी इंडस्ट्रियल एरिया, बंगलौर-560058 द्वारा विनिर्मित विशेष यथार्थता वर्ग (यथार्थता वर्ग I) वाले “जी पी” शृंखला के अंकीय सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के माडल का, (जिसे इसके पश्चात् “माडल” कहा गया है) और जिसके ग्रांड का नाम “सारटोरियस” है, जिसे अनुमोदन विहन आई एन डी/09/00/67 दिया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह माडल विशेष यथार्थता वर्ग (यथार्थता वर्ग I) का अंकक सूचन सहित टेबल टाप प्रकार का एक तोलन उपकरण है, जिसकी अधिकतम क्षमता 4.1 किलो ग्राम और न्यूनतम क्षमता 1 ग्राम है। सत्यापन मापमान अन्तराल (ई) मान 10 मिलीग्राम है प्रदर्शन एकक द्रव क्रिस्टल प्रदर्शन (एल सी डी) प्रकार का है। उपकरण 220 बोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ;



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता 50 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान के अंतराल (एन) की अधिकतम संख्या 50,000 से अधिक या उसके बराबर है (एन \geq 50,000) तथा जिसका “ई” मान 1×10 के, 2×10 के और 5×10 के हैं, जिसमें के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम.-21(147)/99]

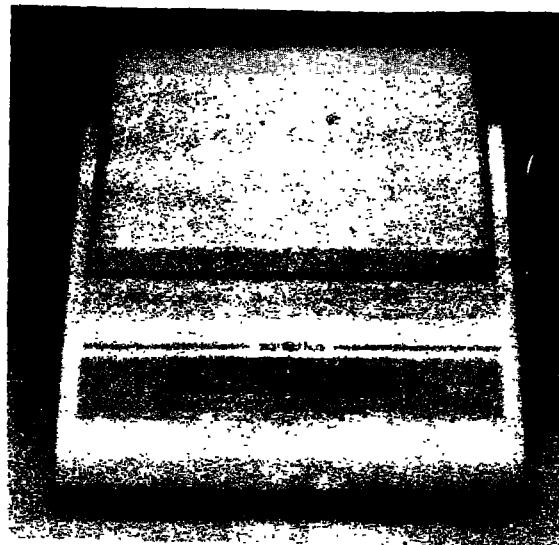
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th December, 2000

S. O. 2831.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see figure) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of model of non-automatic, weighing instrument (table top type) with digital indication (hereinafter referred to as the model), of "GP" series belonging to special accuracy class (accuracy class I) and with brand name "SARTORIUS" manufactured by M/s. Sartorius India Pvt. Ltd., No. 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560 058 and which is assigned the approval mark IND/09/00/67;

The model is a non-automatic weighing instrument of table top type with digital indication of maximum capacity 4 1 kg, minimum capacity 1 g, and belonging to special accuracy class (accuracy class I). The value of verification scale interval (e) is 10mg. The display unit is of Liquid Crystal Display (LCD) type. The instrument operates on 220 volts, 50 hertz, alternate current power supply;



Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg and maximum number of verification scale interval (n) more than or equal to 50,000 ($n \geq 50,000$) and with 'e' value to 1×10^k 2×10^k , and 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials which the approved model has been manufactured.

[F. No. W.M -21(147)/99]

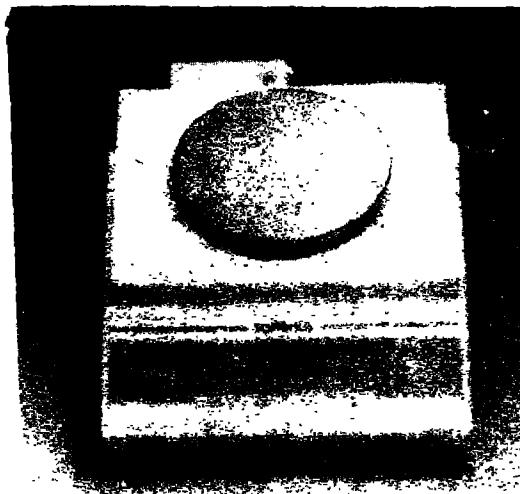
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 20 दिसम्बर, 2000

का. आ. 2832.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सारटोरियस इंडिया प्राइवेट लिमिटेड, सं. 10, तीसरा फेज, पीन्या, छठा मेन, के आई ए डी बी इंडस्ट्रियल एसिया, बंगलौर-560058 द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग II) वाले “जी एम” श्रृंखला के अंकीय सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, (जिसे इसमें इसके पश्चात् “माडल” कहा गया है) और जिसके ब्रांड का नाम “सारटोरियस” है, जिसे अनुमोदन चिह्न आई एन डी/09/00/68 दिया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह माडल उच्च यथार्थता वर्ग (यथार्थता वर्ग II) का अंकक सूचन सहित टेबल टॉप प्रकार का एक तोलन उपकरण है, जिसकी अधिकतम क्षमता 310 ग्राम और न्यूनतम क्षमता 200 मिलीग्राम है। सत्यापन मापमान अन्तराल (ई) 10 मिलीग्राम है। प्रदर्शन एकक द्रव क्रिस्टल प्रदर्शन (एल सी डी) प्रकार का है। उपकरण 220 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है ;



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे, जिनकी अधिकतम क्षमता 50 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान के अन्तराल (एन) की अधिकतम संख्या 100,000 से या उसके बराबर है (एन \leq 100,000) तथा जिसका “ई” मान 1×10^4 , 2×10^4 और 5×10^4 है, जिसमें के घनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य है।

[सं. डब्ल्यू. एम.-21(147)/99]

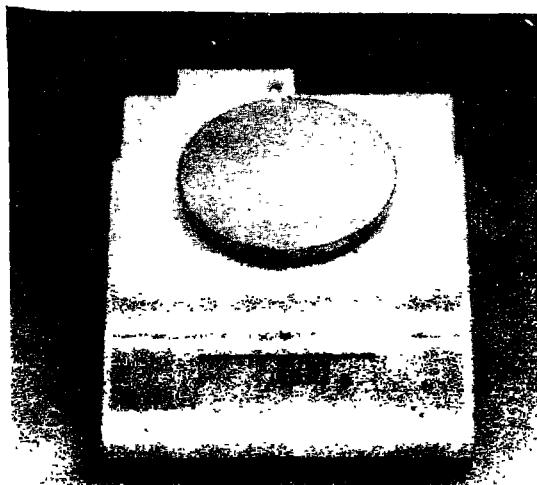
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th December, 2000

S. O. 2832.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see figure), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of model of non-automatic weighing instrument (table top type) with digital indication (hereinafter referred to as the model), of "GM" series belonging to high accuracy class (accuracy class II) and with brand name "Sartorius" manufactured by M/s Sartorius India Pvt. Ltd., No. 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560 058 and which is assigned the approval mark IND/09/00/68;

The model is a non-automatic weighing instrument of table top type with digital indication of maximum capacity 310 g. minimum capacity of 200 mg. and belonging to high accuracy class (accuracy class II). The value of verification scale interval (e) is 10mg. The display unit is of Liquid Crystal Display (LCD) type. The instrument operates on 220, V, 50 Hertz, alternate current power supply.



Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg and maximum number of verification scale interval (n) less than or equal to 100,000 ($n \leq 100,000$) and with 'c' value to 1×10^k , 2×10^k and 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials which, the approved model has been manufactured.

[No. WM.-21(147)/99]

P A KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 20 दिसम्बर, 2000

का. आ. 2833.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सारटोरियस इंडिया प्राइवेट लिमिटेड, सं. 10, तीसरा फेज, पीन्था, छठा मेन, के आई ए डी बी इंडस्ट्रियल एरिया, बंगलौर-560058 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) वाले “पी की” श्रृंखला के अंकीय सूचन सहित अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के माडल का, (जिसमें इसके पश्चात् “माडल” कहा गया है) और जिसके ब्रांड का नाम “माका” है, जिसे अनुमोदन चिह्न आई एन डी/09/00/69 दिया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है ;

यह माडल मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) का अंकक सूचन सहित दोहरी रेंज का टेबल टाप प्रकार का एक तोलन उपकरण है जिसकी अधिकतम क्षमता 30 कि. ग्राम और न्यूनतम क्षमता 100 ग्राम है। क्षमता रेंज 15 कि. ग्राम/30कि. ग्रा. के लिए सत्यापन मापमान अन्तराल (ई) मान 5 ग्रा./10ग्रा. है। प्रदर्शन एकक निवित फ्लोरेसेन्ट प्रदर्शन (वी एफ डी) प्रकार है। उपकरण 220 वोल्ट और 50 हर्ड्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करती है ;



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपशाग (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के, उसी मेक, यथार्थता और कार्यपालन वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता 50 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी मिड्डल, डिजाइन और उसी सामग्री से किया जाता है। जिससे अनुमोदित माडल, का विनिर्माण किया गया है और जिनके सत्यापन मापमान के अन्तराल (एन) की अधिकतम मछला 10,000 से अधिक या उसके बराबर है (एन \leq 10,000) तथा जिसका “ई” मान 1×10^3 , 2×10^3 और 5×10^3 है, जिसमें के घनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[सं. डब्ल्यू. एम.-21(147)/99]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th December, 2000

S. O. 2833.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see figure) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of model of non-automatic weighing instrument (Table Top Type) with digital indication (hereinafter referred to as the model), of "PV" series belonging to Medium accuracy class (Accuracy class III) and with brand name "MACCA" manufactured by M/s. Sartorius India Pvt. Ltd., No. 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560 058 and which is assigned the approval mark IND/09/00/69;

The model is a non-automatic weighing instrument of dual range table top type with digital indication of maximum capacity 30 kg. and minimum capacity of 100 g. and belonging to medium accuracy class (accuracy class III). The value of verification scale interval (e) is 5 g./10 g. for the capacity range 1.5 kg/30 kg. The display unit is of Vacuum Fluorescent Display (VFD) type. The instrument operates on 220, V, 50 Hertz, alternate current power supply :



Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg and maximum number of verification scale interval (n) less than or equal to 10,000 ($n \leq 10,000$) and with "c" value to 1×10^k , 2×10^k and 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials which, the approved model has been manufactured

[F. No. W.M.-21(147)/99]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, २० दिसम्बर, २०००

का. आ. 2834.—केन्द्रीय सरकार का, त्रिहित प्राधिकारी द्वारा पस्तुत रिपोर्ट पर विचार करने के पश्चात यह समाचार हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, १९७६ (१९७६ का ६०) और बाट और माप मानक (माडलों का अनुमोदन) नियम, १९८७ के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा ३६ की उपधारा (७) और (८) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैमर्स मारटोरियस इंडिया प्राइवेट लिमिटेड, सं. १०, तीसरा फेज, पीन्या, छठा मेन, के आई ए डी बी इंडमिट्रियल परिस्थिति, बंगलौर-५६००५८ द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) वाले “बी टी” श्रृंखला के अंकीय सूचन महित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसके ब्रांड का नाम “सारटोरियस” है, जिसे अनुमोदन निहन आई एन दी/०९/००/७० दिया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह माडल मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) का अंकक सूचन सहित प्लेटफार्म प्रकार का एक तोलन उपकरण है, जिसकी अधिकतम क्षमता १५० कि. ग्राम और न्यूनतम क्षमता १ कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) मान ५० ग्रा. है। प्रदर्शन एकक निविति प्रस्फुरण प्रदर्शन (बी एफ डी) प्रकार का है। उपकरण २२० बोल्ट और ५० हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है;



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा ३६ की उपधारा (१२) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के, उसी मेक, यथार्थता और कार्यपालन वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता ५ टन तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी भाषणी से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिसके सत्यापन मापमान के अन्तराल (एन) की अधिकतम मंख्या १०,००० मे कम या उसके बराबर है (एन \leq १०,०००) तथा जिसका “ई” मान 1×10^3 , 2×10^3 और 5×10^3 है, जिसमें के घनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम.-२१(१४७)/९९]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th December, 2000

S. O. 2834.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under the conditions;

Power conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government approves the model of non-automatic, weighing instrument (Platform Scale) shown in the figure given below, for use in Medium accuracy class under the conditions mentioned in the said report.

नई दिल्ली, 20 दिसम्बर, 2000

का. आ. 2835.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सारटोरियस इंडियां प्राइवेट लिमिटेड, सं. 10, तीसरा फेज, पीन्या, छठा मेन, के आई ए डी बी इंडस्ट्रियल एरिया, बंगलौर-560058 द्वारा विनिर्भृत मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) वाले “बी ई” श्रृंखला के अंकीय सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप) के माडल का, (जिसे इसमें इसके पश्चात् “माडल” कहा गया है) और जिसके ब्रांड का नाम “माक्का” है, और जिसे अनुमोदन विहन आई एन डी/09/00/71 दिया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह मॉडल मध्यम यथार्थ वर्ग (यथार्थता वर्ग III) का अंकक सूचन सहित टेबल टॉप प्रकार का तोलन उपकरण है, जिसकी अधिकतम क्षमता 15 कि. ग्राम और न्यूनतम क्षमता 100 ग्राम है। सत्यापन मापमान अन्तराल (ई) मान 5 ग्राम है। प्रदर्शन एकक निवाति प्रस्फुरण प्रदर्शन (बी एफ डी) प्रकार है। उपकरण 220 वोल्ट और 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है;



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के, उसी मेक, यथार्थता और कार्यपालन वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता 50 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान के अन्तराल (एन) की अधिकतम संख्या 10,000 से कम या उसके बराबर है (एन \leq 10,000) तथा जिसका “ई” मान 1×10^4 , 2×10^4 और 5×10^4 है, जिसमें के घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम.-21(147)/99]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th December, 2000

S. O. 2835.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of model of non-automatic, weighing instrument (Table Top Type) with digital indication (hereinafter referred to as the model), of "VE" series belonging to Medium accuracy class (Accuracy class III) and with brand name "MACCA" manufactured by M/s. Sartorius India Pvt. Ltd., No. 10, 3rd Phase, Peenya, 6th Main, KIADB Industrial Area, Bangalore-560 058 and which is assigned the approval mark IND/09/00/71:

The model is a non-automatic weighing instrument of Table top with digital indication of maximum capacity 15 kg and minimum capacity of 100 g. and belonging to medium accuracy class (Accuracy class III). The value of verification scale interval (e) is 5 g. The display unit is of Vacuum Fluorescent Display (VFD) type. The instrument operates on 220 volts 50 hertz, alternate current power supply;



Further, in exercise of the power conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg and maximum number of verification scale interval (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value to 1×10^k , 2×10^k and 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials which, the approved model has been manufactured.

[F. No. W.M.-21(147)/99]

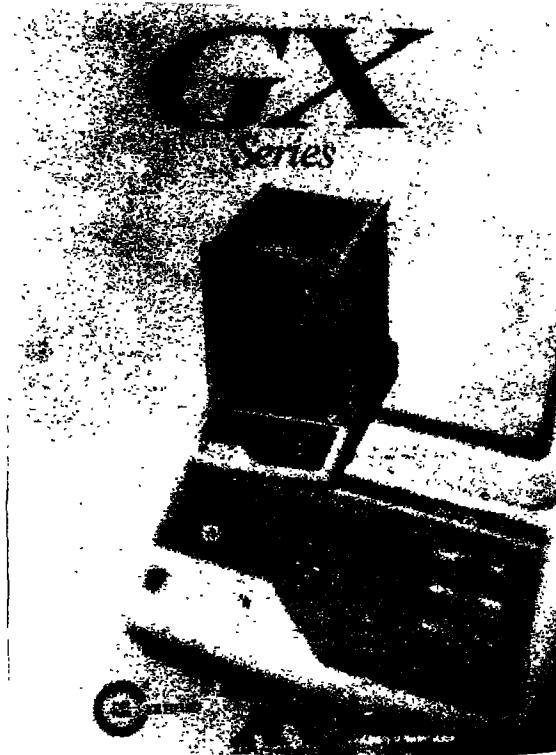
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 20 दिसम्बर, 2000

का. आ. 2836.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त मेष्ठा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एवन ब्रेंग सिस्टम्स प्राइवेट लिमिटेड, 5 ई वैभव, 140, एस बी रोड, इरला, बिले पार्ले (पश्चिम) मुंबई-400056 द्वारा विनिर्मित विशेष यथार्थता वर्ग (यथार्थता वर्ग I) वाले “जी एक्स” शृंखला के अंकीय सूचन सहित स्वतः सूचक, अस्वचालित तोलन उपकरण (मेजलल प्रकार) के माडल का, (जिसे इसमें इसके पश्चात् “माडल” कहा गया है) और जिसके ब्रांड का नाम “एण्ड कम्पनी लिमिटेड, जापान” है, जिसे अनुमोदन चिह्न आई एन डी/09/2000/168 दिया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह माडल (आकृति देखें) अधिकतम क्षमता 2100 ग्राम और न्यूनतम क्षमता 200 मि.ग्रा. है का तोलन उपकरण है। सत्यापन मापमान अन्तराल (ई) मान 10 मिलीग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शतप्रतिशत व्यक्लनात्मक धारित आधेयतुलन प्रभाव है। भारग्राही वर्गाकार है, जिसकी भुजाएं 165 × 165 मिली मी. हैं। निर्वात प्रस्तुरण प्रदर्शन तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है;



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदन शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के, उसी मेक, यथार्थता और कार्यपालन वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता 50 कि.ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान के अन्तराल (एन) की अधिकतम संख्या 50,000 से अधिक या उसके बराबर है (एन \leq 50,000) तथा जिसका “ई” मान 1×10^4 , 2×10^4 और 5×10^4 है, जिसमें के धनात्मक या त्रहणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम.-21(151)/99]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th December, 2000

S. O. 2836.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the self indicating non-automatic, (Table Top Type) weighing instrument with digital indication of "GX" series of special accuracy (Accuracy class I) and with brand name "AND COMPANY LTD. JAPAN" (hereinafter referred to as the model), manufactured by M/s. Avon Weghing Systems Private Limited, 5E Vaibhav, 140 S.V Road, Irla, Vile Parele (W) Mumbai-400 056 and which is assigned the approval mark IND/09/2000/168;

The said model (see figure) is a weighing instrument with a maximum capacity of 2100g. and minimum capacity of 200 mg. The verification scale interval (e) is 10 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of square side section of 165×165 millimeter. The vacuum fluorescent display indicates the weighing result. The instrument operates on 230 volts and 50 hertz, alternate current power supply :



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg, with number of verification scale internal (n) more than or equal to 50,000 ($n \leq 50,000$) and with 'e' value 1×10^k , 2×10^k and 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the approved model have been manufactured

[F. No. W.M.-21(151)/99]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 20 दिसम्बर, 2000

का. आ. 2837.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपर्युक्तों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एवन वेइंग सिस्टम्स प्राइवेट लिमिटेड, 5 ई बैंक, 140, एस बी रोड, इला, विले पार्ले (पश्चिम मुंबई-400056 द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग II) वाले “जी एक्स” श्रृंखला के अंकीय सूचन सहित स्वतः सूचक, अस्वचालित तोलन उपकरण (मेजतल प्रकार) के माडल का, (जिसे इसमें इसके पश्चात् “माडल” कहा गया है) और जिसके ब्रांड का नाम “एण्ड कम्पनी लिमिटेड, जापान” है, जिसे अनुमोदन चिह्न आई एन डी/2000/169 दिया गया है, अन्योनन प्रमाणपत्र प्रकाशित करती है;

— “गणा 6100 ग्राम और न्यूनतम क्षमता 10 ग्रा. हैं का तोलन उपकरण है। सत्यापन मापमान अन्तराल (ई)

— अलनात्मक धारित अधेयतुलन प्रभाव है। भारप्राही वर्गाकार है, जिसकी

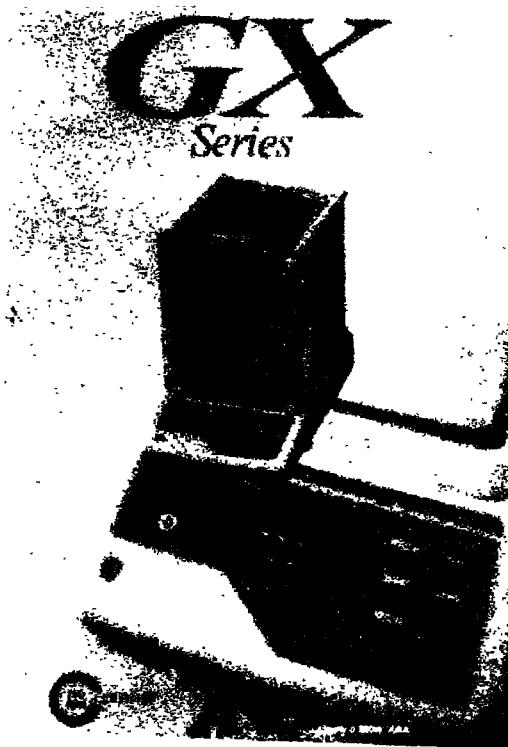
— शैलज और 50 हर्ड्ज प्रत्यावर्ती धारा विद्युत

New Delhi, the 20th December, 2000

S. O. 2837.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the self indicating non-automatic, (Table Top Type) weighing instrument with digital indication of "GX" series of high accuracy (Accuracy class II) and with brand name "AND COMPANY LTD. JAPAN" (hereinafter referred to as the model), manufactured by M/s. Avon Weghing Systems Private Limited, 5E Vaibhav, 140 S.V Road, Irla, Vile Parele (W) Mumbai-400 056 and which is assigned the approval mark IND/09/2000/169.

The said model (see figure) is a weighing instrument with a maximum capacity of 6100g and minimum capacity of 10 g. The verification scale interval (e) is 100 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of square side section of 165 × 165 millimeter. The vacuum fluorescent display indicates the weighing result. The instrument operates on 230 volts and 50 hertz, alternate current power supply :



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with number of verification scale internal (n) more than or equal to 1,00,000 ($n \leq 1,00,000$) and with 'e' value 1×10^k , 2×10^k and 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the approved model have been manufactured.

[F. No. W.M.-21(151)/99]

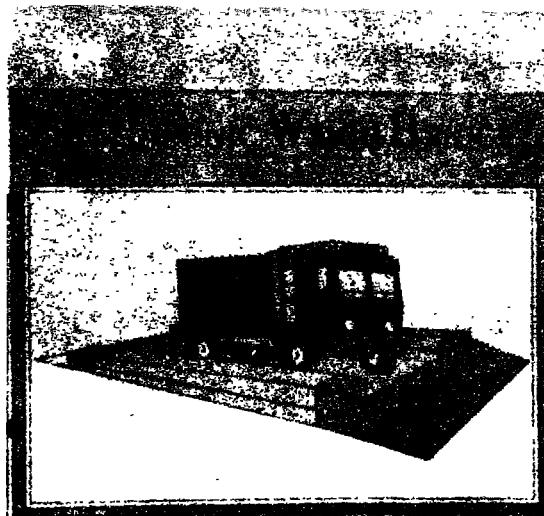
P. A KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 20 दिसम्बर, 2000

का. आ. 2838.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा; और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एवन वेइंग सिस्टम्स प्राइवेट लिमिटेड, 5-ई वैभव, 140, एस बी रोड, इला, विले पार्लें (पश्चिम), मुंबई-400056 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) वाले “डब्ल्यू बी” श्रृंखला के अस्वचालित तोलन उपकरण (बहुभार सेल) के माडल का (जिसमें इसके पश्चात् “माडल” कहा गया है) और जिसके ब्राड का नाम “एण्ड कम्पनी लिमिटेड, जापान” है, और जिसे अनुमोदन चिह्न-आई एन डी/09/00/170 दिया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह माडल (आकृति देखें) अधिकतम क्षमता 30000 कि. ग्राम और न्यूनतम क्षमता 100 कि. ग्रा. है का तोलन उपकरण है। सत्यापन मापमान अन्तराल (ई) मान 5 किलो ग्राम है। इसमें एक अधेयतुलन युक्ति है जिसका शातप्रतिशत व्यवकलनात्मक धारित अधेयतुलन प्रभाव है। भारग्राही आयताकार है, जिसकी भुजाएं 12 × 3 मी. हैं। निवात प्रमुखरण प्रदर्श तोलन परिणाम उपर्युक्त करता है। उपकरण 230 बोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है;



AVON WEIGHING SYSTEMS PVT. LTD.

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के प्रत्यार्पित, उसी श्रृंखला के, उसी मंक, यथार्थता और कार्यपालन वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता 5 टन तक है और जिनका विनिर्माण उग्री विनिर्माता द्वारा उसी मिल्ड्रोन्ट, डिजाइन और उसी मामग्री में किया जाता है जिसमें अनुमोदित माडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान के अन्तराल (एन) की अधिकतम संख्या 10,000 में कम या उसके बराबर है (एन \leq 10,000) तथा जिसका “ई” मान 1×10^{-4} , 2×10^{-4} के और 5×10^{-4} है, जहां के धगात्मक या त्रैग्रात्मक पूर्णक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम. 21(151)/99]

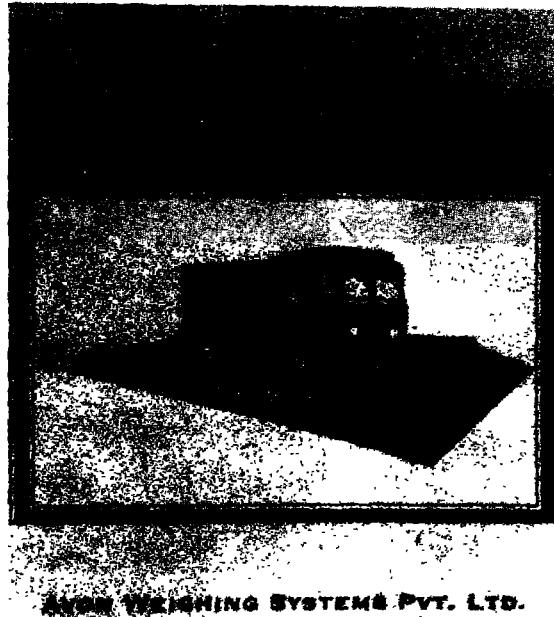
पा. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th December, 2000

S. O. 2838.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of model of the non-automatic, weighing instrument (Multi load cell) type weigh bridge of "WB" series of medium accuracy class (Accuracy class III) and with brand name "Avon Weighing Systems Pvt. Ltd." (hereinafter referred to as the model), manufactured by M/s Avon Weighing Systems Private Limited, 5E-Vaibhav, 140 S.V. Road, Irla, Vile Parle (W), Mumbai-400 056 and which is assigned the approval mark IND/09/2000/170.

The model (see figure) is a weighing instrument maximum with a capacity of 30000 kg. and minimum capacity of 100 kg. The verification scale interval value (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of rectangular dimension of 12×3 metre. The vacuum fluorescent display indicates the weighing result. The instrument operates on 230 volts and 50 hertz, alternate current power supply.



And further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity more than 5 tonne with number of verification scale interval (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value $1 \cdot 10^k$, $2 \cdot 10^k$ and $5 \cdot 10^k$, k being the positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same material with which the approved model has been manufactured.

IF No. W.M -21(151)/99]

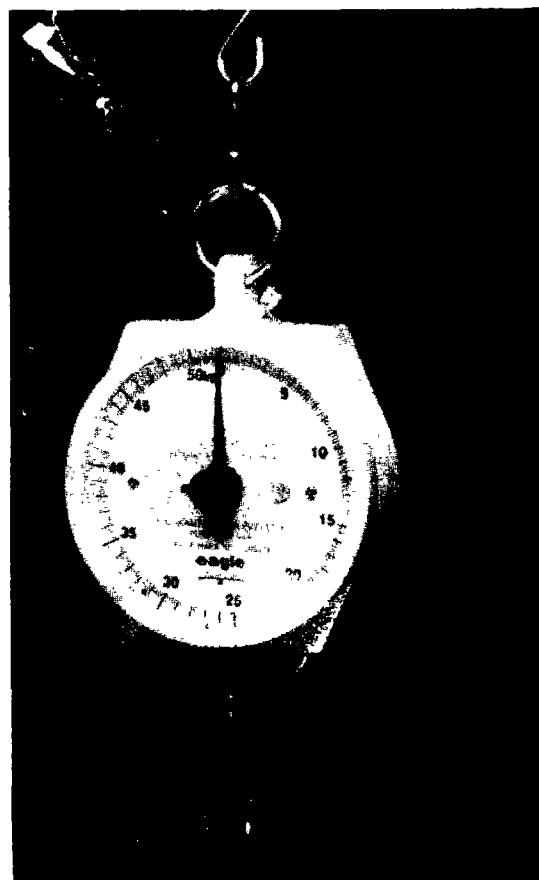
P A KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 20 दिसम्बर, 2000

का. आ. 2839.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपर्योगों के अनुसूचि है और इस बात को संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त संबंध प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ई जी काटावाला प्राइवेट लिमिटेड, सं. 28/11, ओल्ड नगर, मुंबई रोड, दामादार नगर, आक, नगर रोड, खराडी, पुणे-411014 द्वारा विनिर्मित वर्ग IV यथार्थता माधारण यथार्थता मादृश्य सूचन सहित अस्वचालित कमानी तुला (लटकते प्रकार) के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसके बांड का नाम “इंगल” है, जिसे अनुमोदन चिह्न आई एन डी/00/00178 दिया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह माडल माधारण यथार्थता का अस्वचालित यांत्रिक कमानी तुला (डायल प्रकार) का तोलन मशीन है। इसकी अधिकतम क्षमता 100 कि. ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) मान 500 ग्रा. है। संकेतक सहित डायल तोलन परिणाम उपदर्शित करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के, उसी मेंक, यथार्थता और कार्यपालन वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता 500 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) की अधिकतम संख्या 1,000 से कम या उसके बराबर है (एन \leq 1,000) तथा जिसका “ई” मान 1×10^4 , 2×10^4 और 5×10^4 है, जिसमें के धनात्मक या क्रृत्यात्मक पूर्णक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम.-21(156)/99]

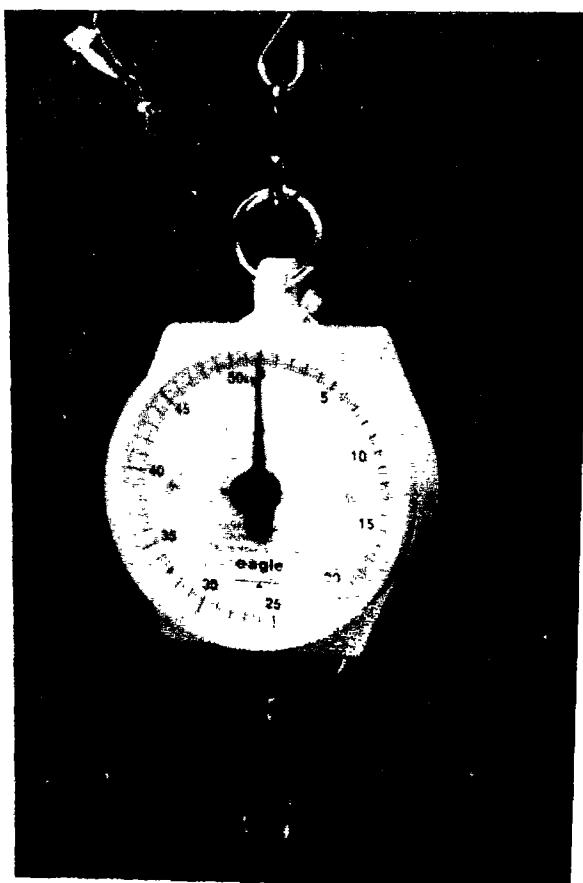
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th December, 2000

S. O. 2839.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions,

Now, therefore, in exercise of the powers conferred by sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of Model of the non-automatic, weighing instrument of class IV accuracy (Ordinary accuracy) Spring balance (hanging type) with analog display (hereinafter referred to as the model), with brand name 'EAGLE' manufactured by M/s. E.G. Kantawalla Pvt. Ltd., No. 28/1 Old Nagar Mundhwa Road, Damodar Nagar, Off Nagar Road, Kharadi, Pune-411014 and which is assigned the approval mark IND/09/00/178;

The model is a non-automatic mechanical Spring balance (hanging type) weighing machine (dial type) of an ordinary accuracy. Its maximum capacity is 100 kg. and minimum capacity is 5 kg. The verification scale interval is 500 g. The dial with a pointer indicates the weighing result.



Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 500 kg. and with maximum number of verification scale interval (n) less than or equal to 1,000 ($n \leq 1000$) and with 'e' value to 1×10^k , 2×10^k and 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with the approved model has been manufactured.

[F No. W.M.-21(156)/99]

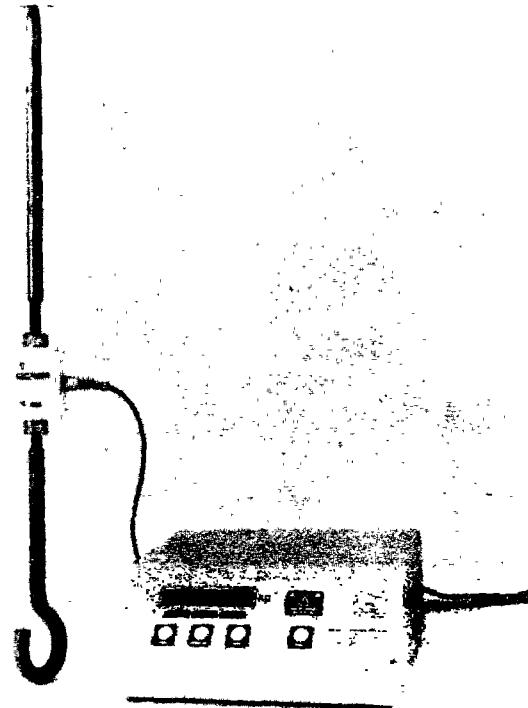
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 21 दिसम्बर, 2000

का. आ. 2840.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुसूच हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स यशबी सिस्टम्स प्राइवेट लिंग, सी-64, ओखला इंडस्ट्रियल एरिया, नई दिल्ली-110020 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) वाले "यशबी मोलन" श्रृंखला के स्वतः सूचक अस्वचालित अंकक सूचन सहित तोलन उपकरण कनवर्जन किट फारवे ब्रिज के माडल का, जिसके ब्रांड का नाम "यशबी मोलन" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/98/204 समुनदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह माडल (आकृति देखें) जिसकी अधिकतम क्षमता 40 टन और न्यूनतम क्षमता 100 कि. ग्रा. का तोलन उपकरण है। सत्यापन मापमान अन्तराल (ई) 2 कि. ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शतप्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रदर्श उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 220 बोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के, उसी भेक, यथार्थता और कार्यपालन वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता 5 टन से अधिक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) की संख्या 10,000 से कम या उसके बराबर है (एन \leq 10,000) तथा जिसका "ई" मान 1×10^4 , 2×10^4 और 5×10^4 है, जिसमें के घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू. एम.-21(29)/97]

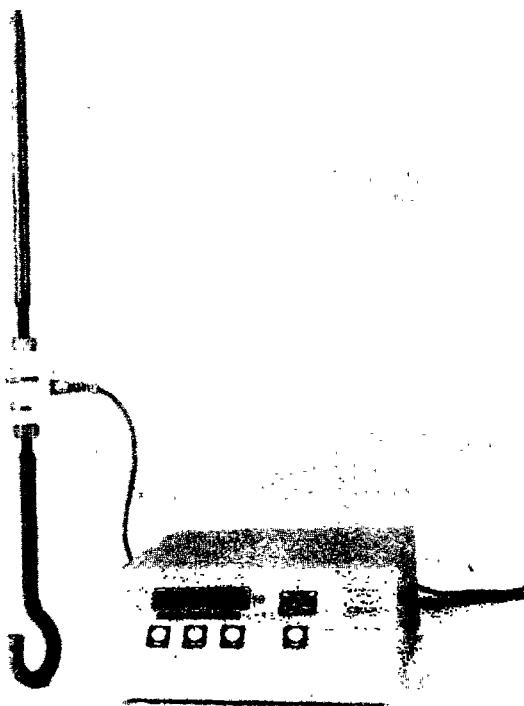
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st December, 2000

S. O. 2840.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic, (conversion kit for weigh bridge) weighing instrument with digital indication of medium accuracy (Accuracy class III) and with brand name "Ashbee Molen" (hereinafter referred to as the model) manufactured by M/s. Ashbee Systems Private Ltd. C-64. Okhla Industrial Area, New Delhi 110 020 and which is assigned the approval mark IND/09/98/204.

The said model (see figure) is a weighing instrument with a maximum capacity is 40 tonnes and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode display indicates weighing result. The instrument operates on 230 volts 50 Hertz, alternate current power supply.



And further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same series with maximum capacity more than 5 tonne with number of verification scale interval (n) less than or equal to 10,000 (n \leq 10,000) and with 'e' value to 1×10^k , 2×10^k and 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No W M-21(29)/97]

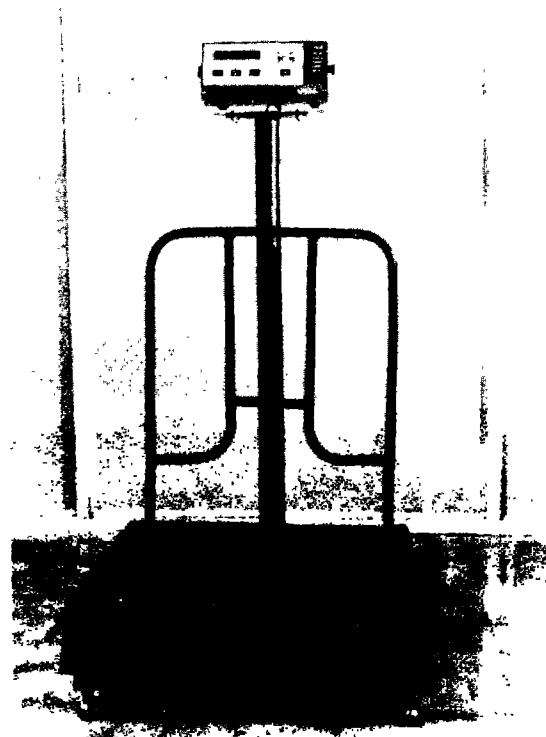
P A KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 21 दिसम्बर, 2000

का. आ. 2841.—केन्द्रीय सरकार का, विहित प्रधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एशबी सिस्टम्स प्राइवेट लि., सी-64, ओखला इंडस्ट्रियल एरिया, नई दिल्ली-110020 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग III) वाले स्वतःसूचक अस्वचालित अंकक सूचन सहित तोलन उपकरण (स्लेटफार्म प्रकार) के माडल का, जिसके ब्रांड का नाम “एशबी” है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/98/207 समुनदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह माडल (आकृति देखें) जिसकी अधिकतम क्षमता 3 टन और न्यूनतम क्षमता 20 कि. ग्रा. का तोलन उपकरण है। सत्यापन मापमान अन्तराल (ई) 1 कि. ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शतप्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 220 बोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला के, उसी मेंक, यथार्थता और कार्यपालन वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता 5 टन तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिसके सत्यापन मापमान अन्तराल (एन) की संख्या 10,000 से कम या उसके बराबर है (एन \leq 10,000) तथा जिसका “ई” मान 1×10^{-4} , 2×10^{-4} और 5×10^{-4} है, जिसमें के घनात्मक या त्रिणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम.-21(69)/97]

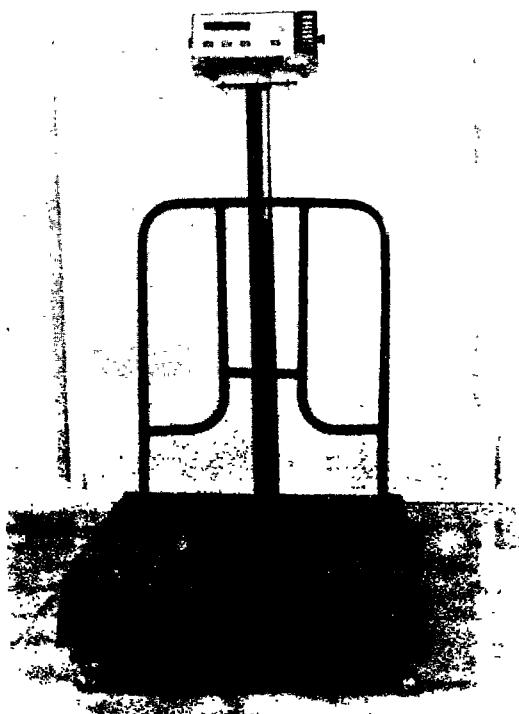
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st December, 2000

S. O. 2841.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions.

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of Model of the self-indicating, non-automatic, (Platform type) weighing instrument with digital indication of medium accuracy (Accuracy class III) and with brand name "Ashbee" (hereinafter referred to as the model) of ashbee series manufactured by M/s Ashbee Systems Private Ltd, C-64, Okhla Industrial Area, New Delhi 110 020 and which is assigned the approval mark IND/09/98/207.

The said model (see figure) is a weighing instrument with a maximum capacity of 3 tonnes and minimum capacity of 20 kg. The verification scale interval (e) is 1 kg. It has tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode display indicates weighing result. The instrument operates on 230 volts 50 Hertz, alternate current power supply.



And further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same series with maximum capacity 5 tonne with number of verification scale interval (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value to $1 \cdot 10^k$, $2 \cdot 10^k$ and $5 \cdot 10^k$, k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM -21(69)/97]

P. A KRISHNAMOORTHY, Director, Legal Metrology

संस्कृति विभाग

(भारतीय पुरातत्व सर्वेक्षण)

नई दिल्ली, 12 दिसम्बर, 2000

का. आ. 2842.—केन्द्रीय सरकार ने प्राचीन मंस्मारक तथा पुरातत्त्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) की अपेक्षानुसार भारत सरकार के संस्कृति विभाग (भारतीय पुरातत्व सर्वेक्षण) की अधिसूचना मं. का. आ. 949, तारीख 25 अप्रैल, 2000 द्वारा जो भारत के राजपत्र, भाग 2, खंड 3, उपखंड (II), तारीख 6 मई, 2000 में प्रकाशित की गई थी, उसमें संलग्न अनुसूची में विनिर्दिष्ट प्राचीन मंस्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो भास की सूचना दी थी और उस अधिसूचना की एक पति उक्त संस्मारक के समीप सहज दृश्य स्थान पर लगा दी गई थी;

और उक्त राजपत्र 2 जून, 2000 को जनता को उपलब्ध करा दिया गया था :

और केन्द्रीय सरकार को कोई आक्षेप प्राप्त नहीं हुए हैं;

अतः अब, केन्द्रीय सरकार, प्राचीन मंस्मारक तथा पुरातत्त्वीय स्थल और अवशेष अधिनियम, 1958 की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इसमें अपावद्र अनुसूची में विनिर्दिष्ट उक्त प्राचीन मंस्मारक को राष्ट्रीय महत्व का होना घोषित करती है।

अनुसूची

क्रम	राज्य	जिला	तहसील	परिक्षेत्र	मंस्मारक/स्थल का नाम	मंलग्न स्थल रेखांक के अनुसार मंरक्षण में शामिल की जाने वाली सं.	क्षेत्र, वर्गमण्डल में वर्ग मीटर में	क्षेत्र बीघा में विश्वासी में	स्वामित्व
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
1.	दिल्ली	केन्द्रीय	दिल्लीगंज	चिन्नोड बस्ती, (कदम शरीफ), नवी करीम, पहाड़ गंज, दिल्ली।	शेख मुहम्मद इब्राहीम जौक का मजार	खमरा सं. 52 का भाग	खमरा सं. 52 का भाग वर्ग मीटर 269.97 225.00	00 05 वर्ग गज या वर्ग मीटर 269.97 225.00	07 भारत सरकार
मीमांसा					टिप्पणियां				
11.					12.				

उन्नर :

खमरा सं. 52 का भाग, गली, मकान और दुकान आदि।

269.97 वर्ग (225.00 वर्ग मीटर) पाप वाली भूमि के ज्ञाट का इन्हें रिट नामिका
(मिविल) 1996 का 476 के मामले में भारत के माननीय उच्चम न्यायालय ने भारत

खमरा सं. 52 का भाग, घर और गली आदि।

को कार्यान्वयित करने के अनुक्रम में भारतीय पुरातत्व सर्वेक्षण द्वारा दिल्ली
विकास-प्राधिकरण से तारीख 1-4-1998 को ग्रहण कर लिया गया था।

पूर्व :

खमरा सं. 52 का भाग घर

पश्चिम :

खमरा सं. 52 का भाग, गली, घर और दुकान आदि।

[का. सं. 2/19/98/म्मारक]

आर. एस. बिट, निदेशक (प्रशासन)

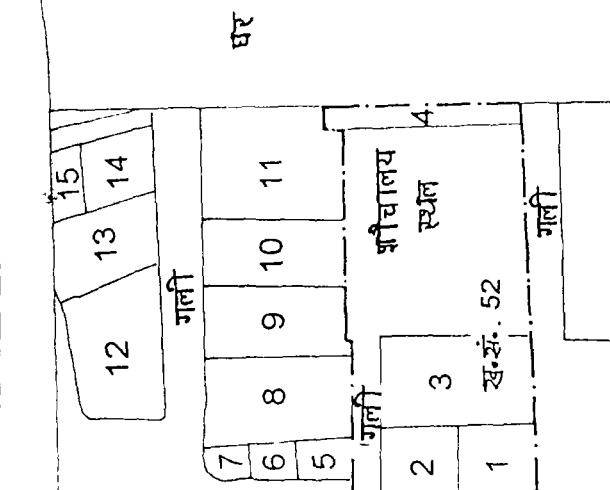
शेख मौहम्मद इब्राहिम जौक की मजार का स्थल मान चित्र

चित्रोड बस्ती, नबी करीम, कदम शरीफ, पहाड़ गंज, दिल्ली

2 0 2 4 6 मीटर

→ मोतिया भान को

रु.मं. 52



ख.सं. 52

कबू

शैरीचालय खंड के
तिस प्रस्तावित स्थल

विविहत खंड

कुतुब रोड को

घर तथा दुकानें

संरक्षण के लिये प्रस्तावित स्थल :

DEPARTMENT OF CULTURE
(ARCHAEOLOGICAL SURVEY OF INDIA)
 New Delhi, the 12th December, 2000

S. O. 2842.—Whereas by a notification of the Government of India in the Department of Culture (Archaeological Survey of India) number S O 949 dated the 25th April, 2000 published in Part-II, Section 3, Sub-section (ii) of the Gazette of India, dated the 6th May, 2000, the Central Government gave two month's notice of its intention to declare the ancient monuments specified in the Schedule appended thereto to be of national importance and a copy of the said notification was affixed in a conspicuous place near the said ancient monuments as required by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958).

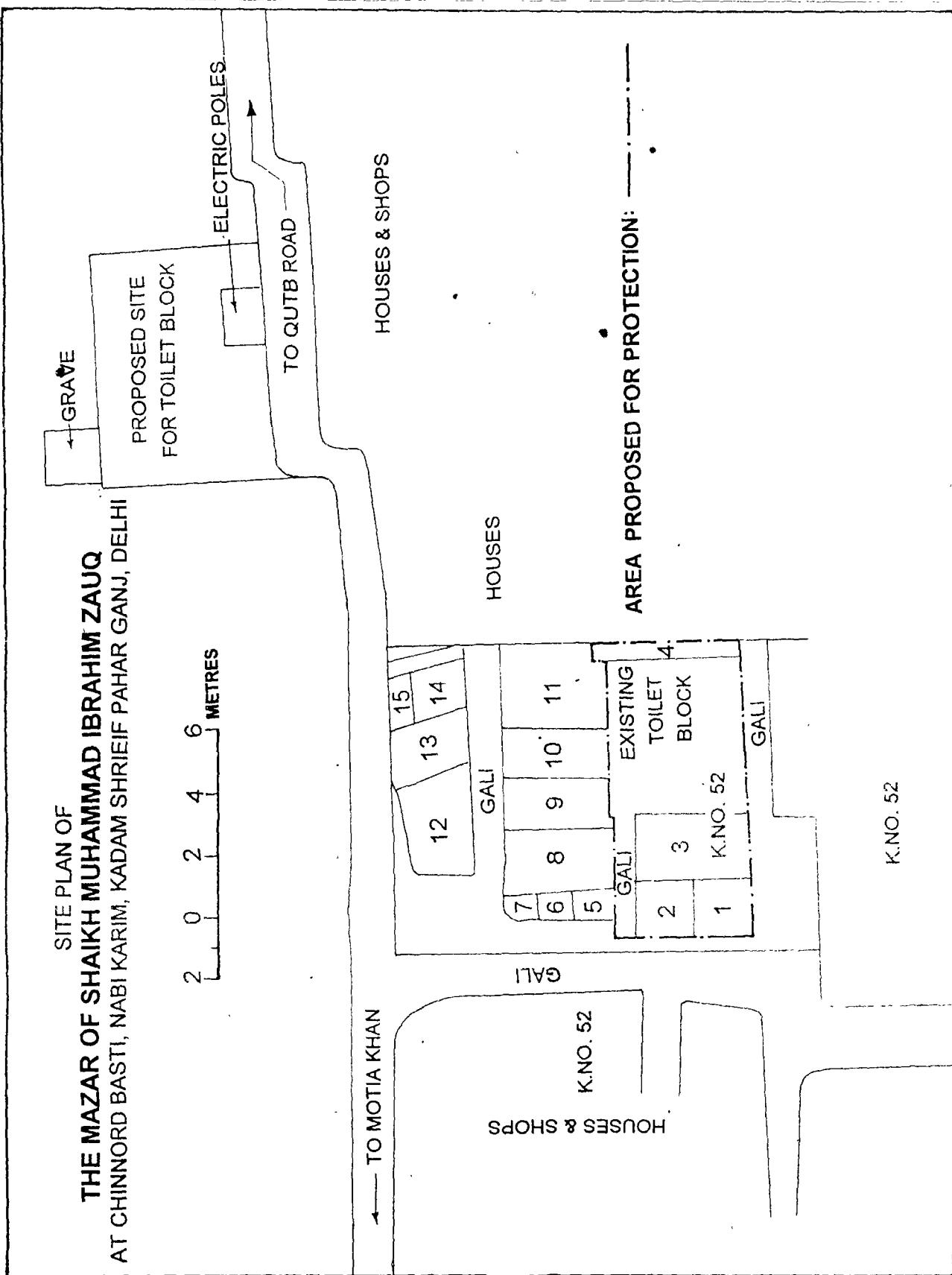
And whereas the said Gazette was made available to the public on the 2nd June, 2000.

And whereas no objections have been received by the Central Government.

Now, therefore, in exercise of the powers conferred by sub-section (3) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958, the Central Government hereby declares the Ancient site specified in the schedule annexed hereto, to be of National importance

SCHEDULE

Serial Number	State	District	Tehsil	Locality	Name of the Monument/ Site	Numbers to be included under protection as per site plan enclosed
1	2.	3.	4	5	6.	7.
1	Delhi	Central	Darya Ganj	Chinnord Basti. (kadam Sharif). Nabi Karim. Paharganj, Delhi	Mazar of Shaikh Muhammad Ibrahim Zauq	Part of Khasra number 52
Area in Sq. Yards/ Sq. Mtrs	AREA in Bigha Biswa Biswasi		Ownership		Boundaries	Remarks
8	9	10.	11.	12		
269 097 Sq. Yards or 225 00 Sq. Mtrs	00 05 07	Government of India	North Part Khasra number 52 Gali. Houses and Shops etc.	269.097 Sq. Yards (225 00 Sq. Mtrs) was taken over on 1-4-1998 by Archaeological Survey of India from DDA in order to implement the order of Hon'ble Supreme Court of India in the matter of writ Petition (Civil) 476 of 1996.		
			South Part Khasra number 52 Houses and Gali etc.			
			East Part Khasra number 52 Houses			
			West Part Khasra number 52 Gali. Houses and Shops etc			



श्रम मंत्रालय

नई दिल्ली, 30 नवम्बर, 2000

का. आ. 2843.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधतत्त्व के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2000 को प्राप्त हुआ था।

[सं. एल-12012/322/96-आई.आर(बी-II)]
सी. गंगाधरण, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 30th November, 2000

S.O. 2843.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 29-11-2000.

[No. L-12012/322/96-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 32 of 1997

PARTIES :

Employers in relation to the management of Dena Bank
AND
Their Workmen.

PRESENT :

Mr. Justice B. P. Sharma, Presiding Officer.

APPEARANCE :

On behalf of Management.—Shri S. K. Ghosh, Manager (Personnel) of the Bank.

On behalf of Workmen.—Shri S. Chakraborty, General Secretary of the Union.

STATE : West Bengal.

INDUSTRY : Banking.

AWARD

By Order No. L-12012/322/96-IR(B-II) dated 11/12-8-1997 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Dena Bank, Calcutta in superannuating Shri Bagish Dutt Singh, Armed Guard from the service of the Bank on and from 29-2-96 is legal and justified ? If not, to what relief the said workman is entitled?"

2. According to the statement of claim filed on behalf of the union representing the case of the affected workman, Shri Bagish Dutt Singh, the workman had joined the service of the Dena Bank as an Armed Guard on 1st August, 1970. At the time of joining the Bank he had filed an application in Hindi praying for his appointment and thereafter he had filed a form filled up in English. According to him he did not

know English and always signed in Hindi. In the said form which was filled-up at the time of his appointment and which was signed by him in Hindi, his date of birth was noted as 1st of March, 1936. Subsequently, he claimed to know that his date of birth was arbitrarily recorded as 1st of March, 1936 and he filed an application with a school leaving certificate showing his date of birth as 19-7-1942 and he prayed that his age be corrected accordingly. It was done on 15-3-1987. But, on 6-7-1987 a letter was sent to him stating that the date of birth once recorded cannot be altered and the management refused to accept his school leaving certificate. Subsequently, a notice was served to him and he was retired from service on 29-2-1996. According to the workman as his date of birth was in 1942, he was not supposed to retire in 1996 and should have retired in the year 2002. In this connection it was stated on his behalf that at the time of his appointment his age was 35 years as per the date of birth recorded and since he was not an ex-army man, he was not fit to be appointed at the age of 35 years, which shows that his date of birth was incorrectly recorded in arbitrary manner and accordingly he was retired from service. So, his retirement was not legal and justified and accordingly the union has prayed that the workman's service should have been deemed to continue till 2002 and prayer has been made to pass order accordingly.

3. The management of the Dena Bank has also filed a written statement giving out details. It has been stated that the said workman, Bagish Dutt Singh, was appointed and taken in regular service of the Bank with effect from 1st of August, 1970. It is stated that he was earlier working as a Badi man and thereafter on his prayer the Bank appointed him on regular basis. It is denied that the workman was not conversant with English because he had written several letters and signed on several documents written in English. It has been stated that at the time of his appointment he was asked to fill-in a form and the form was accordingly filled-up, which he had signed and it was mentioned in the form that his date of birth was 1-3-36. Accordingly, it was accepted and recorded in the records of the Bank. It has been stated that the workman has claimed that he has read upto Class-IV only and therefore he has no knowledge of English, but from the school leaving certificate produced it appears that he had read upto Class-VIII when he left the school. Therefore, his statement does not appear to be the correct that he had no concern with English. It is stated that as per the rule of the Bank, once date of birth is recorded, it cannot be changed and since the workman himself had given his date of birth as 1-3-1936 in the form which was accepted, it cannot be changed now. It has been further stated that actually it is an after-thought and the school leaving certificate has been manufactured to get advantage of further service after his due date of retirement. It is stated that though he was appointed in 1970 for the first time he came forward with this plea in the year 1987 by producing a school leaving certificate that his date of birth was in July, 1942. By doing so, he was likely to get advantage of more than 4 years of service. It has therefore been stated that it is a case of manipulation and bogus plea has been taken by the workman and that such plea cannot be accepted and his retirement was fully justified and that cannot be changed. It has further been stated in this regard that since the workman concerned was neither a person working in the Bank, nor was a retrenched or dismissed or discharged workman, he is not covered within the definition of a workman under section 2(s) of the Industrial Disputes Act, 1947. As such, it has been claimed that this is not an industrial dispute and the reference is fit to be dismissed.

4. Both the parties adduced evidence, oral as well as documentary. The workman concerned, Bagish Dutt Singh examined himself as WW-1 and stated that after he got his appointment in 1970, he learnt for the first time in 1980 that his date of birth was recorded as 1-3-1936 and thereafter he produced his school leaving certificate in 1987 and prayed that his date of birth should be corrected as 19th of July, 1942. According to him, he could not have retired in February, 1996 and should have continued till July, 2002. He has, however, stated in his cross-examination that the said form, marked Ext. M-2, was properly filled-up excepting for column No. 10 relating to his date of birth and he has stated that the form was filled-in by one Mr Chakraborty of the Bank. He has also stated that he has read upto Class-VIII no doubt, but had failed and therefore he had claimed in the written statement that he had read upto Class-IV only. He has, however admitted that English was introduced in the curriculum of school at Class-VI stage.

5. The management examined one Shri Dilip Kumar Chakraborty an ex-employee of the Bank. He was employed in Dena Bank from 1961 to 1963 and retired as an Accountant. According to him, he was posted at Brabourne Road Branch before his promotion as Accountant and that Brabourne Road Branch was the branch where the Regional Office was situated. He has also stated that he got his promotion on 1st of July, 1970. So, prior to the end of August, 1970 when he joined his promotional post in the Regional Office, he was in the Brabourne Road Branch and he did not know any Chakraborty then posted in the Regional Office. By saying so, he has tried to falsify the statement of the workman as WW-1 that the form Ext. M-2 was filled in by some Mr. Chakraborty of the Regional Office. The witness has also provided some papers written or filed-up in English and signed by the workman concerned. These documents are marked Exts. M-8 to M-13. He has also pointed out that the school leaving certificate produced by the workman does not happen to be the original one and it is just a copy of the original as indicated at the top of the document, Ext. M-19.

6. It is obvious that the workman concerned Bagish Dutt Singh was working as Badli watchman in the regional office of the Dena Bank at Brabourne Road prior to his appointment on regular post as a watchman. From the petition filed by the workman for this purpose, Ext. W-1, it appears that he had prayed to the Bank that as he was working as a badli workman from before and since a post was created in the Bank, he may kindly be absorbed against that post. It appears that the Regional Manager of the Bank was pleased to accept his prayer and appointed him. But, at the time of his appointment a form, Ext. M-2, was filled-up on his behalf by someone and he signed the form in Hindi. As it has been pointed out earlier that several other documents have been produced by the workman showing that he used to file petitions from time to time which were written in English, though signed by him in Hindi. He has stated that the date of birth as mentioned in this document Ext. M-2 in Column No. 10 was not on his statement, rather it was without his knowledge, though he has admitted that the other columns of the form were filled-up properly. It does not appeal to common sense that if a person who does not know English asks somebody else to fill up some form or write some petitions on his behalf and he fills up other columns properly, according to information derived from the person concerned, there is no reason on earth for his not consulting the person concerned to fill-up such a column of importance as his date of birth. The workman has also failed to prove that the person who had filled-up the form had any reason to mention his date of birth incorrectly without his knowledge.

7. It has been pointed out on behalf of the management that even if it was so that the date of birth of the workman was incorrectly recorded in the records of the Bank, it is clear from his admission that he came to know of the same in the year 1980 itself. In such a case, in ordinary course, a person of ordinary prudence, should have taken immediate step to get the mistake corrected. But, the conduct of this workman is that he remained silent till for the first time in 1987 he produced a school leaving certificate Ext. M-19 and started claiming that his date of birth was 19-7-1942 and not 1-3-1936 as recorded in the Bank. Therefore, the action taken by the workman was much belated and there does not appear to be any plausible explanation for it. Further, when the workman made a prayer to the Bank to correct his date of birth by producing document and filing petition again in 1993, through Ext. M-9, the Bank promptly replied through the letter Ext. M-10 that his request was not fit to be allowed and it was turned down. The Bank also duly intimated him through the letter dated 30-9-1995, Ext. M-14 that his due date of retirement was 29-2-1996 and he was to retire on that date. Thereafter his release order was also issued on 29-9-1996, Ext. M-15. The workman did not take any step at any stage before his retirement took place and started initiation of the process in 1997.

8. Therefore there is no doubt that apart from the fact that his action was belated, his conduct also does not appear to be free from suspicion. Any person who has signed a declaration must be deemed to be bound by that declaration and has no right to challenge it unless there is reason to believe that the declaration was filled-up by somebody against his knowledge and against his interest for some good reason, which has not been done in this case. The retirement of the workman, therefore, is accomplished fact and the manner in

which the claim is pursued by the workman, does not appear to be in good faith. The plea of the workman as sponsored by the union, in this view of the matter, is not fit to be allowed. Accordingly, the plea of the workman is rejected. There does not appear to be any reason to hold that the workman should be allowed to continue in service any further after his retirement from the Bank. It is also clear that as the workman has been pursuing his claim after his retirement from the Bank which was not legal and proper. The workman concerned is not favoured by the definition of workman under section 2(s) of the Industrial Disputes Act, 1947. The reference therefore, has to be rejected on this point also.

9. In the result, therefore, the action of the management of Dena Bank, Calcutta in superannuating Shri Bagish Dutt Singh, Armed Guard from service of the Bank on and from 29-2-1996 is held to be legal and justified and the workman is accordingly not entitled to any relief whatsoever.

B. P. SHARMA, Presiding Officer

Dated. Calcutta,
The 21st November, 2000.

नई दिल्ली, 30 नवम्बर, 2000

का. आ. 2844—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधित के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकारण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2000 को प्राप्त हुआ था।

[सं. एल-12012/299/94-आईआर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 30th November, 2000

S.O. 2844—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 29-11-2000.

[No. L-12012/299/94-IR/B-II]
C. GANGADHARAN, Under Secy.

ANNEXURE

INDUSTRIAL TRIBUNAL, JAIPUR

Presiding Officer : M. C. Taylor, R HJS.

Case No. CIT 19/95

Vijay Kumar Bhatnagar,
S/o Badri Narayan Bhatnagar.

Versus

Regional Manager,
Bank of Baroda,
Jaipur.

Reference by Central Govt. C/o 10(i)(d) Industrial Dispute Act.

Date of Award : 20-01-2000

PRESENT :

- (i) Sh. M. F. Bag : Legal Representative for workman.
- (ii) Sh. Tej Prakash : Legal Representative for the Bank.

AWARD

The reference has been filed by the Central Government and the term of the reference are as under :

"Whether the action of management of Bank of Baroda is justified in terminating the services of Shri. Vijay Kumar Bhatnagar, casual sub-staff w.e.f. 29.05.1993. If not what relief the workman is entitled?"

I support of the reference the workman as filed his claim alleging that he was appointed as fourth class on 3-7-91 and thereafter he continued to work with sincerity and honesty at Power House, Branch of the Bank from 3-7-91 to 17-9-91. Thereafter to create discontinuation in service he was given breaks at different time he was posted M.I. Road Branch of Bank where he worked from 7-4-92 to 13-6-92. Thereafter giving break he was posted of Nahru Palace Branch of the Bank where he worked 17-8-92 to 9-1-93. Again after giving break he was again posted Tripolia Branch of the Bank where he worked from 4-3-93 to 28-5-93. Thereafter on 29-5-93 his services were terminated without any reason. The termination was illegal, unjustifiable and against principle of natural justice, no seniority list was prepared not it was published. Thus the provisions of Rule 17 Industrial Dispute Rules 1958 and section 25(G) which are mandatory have been violated. It has been further alleged that the workman Lal Chand Meena was Junior to him. Therefore, before terminating his services his services ought to have been terminated first but the non-petitioner has ignored this fact. It has also been alleged that petitioner has compulsive services for more than 240 days. New appointment were made but he was not given any priority. Thus provisions of 25(H) I.D. Act has been violated. As per Shastri Award the non-petitioner were obliged to maintain retrenchment register and was also obliged to notice of 24 days before termination but the non-petitioner did not do so and thus has flouted provisions of Shastri Award. Lastly it has been prayed that the award be posted for taking him in service with continuities of services.

The non-petitioner has contested the claim and in its reply it has denied that the petitioner was appointed as forth class rather he was a casual worker appointed for a specific period on leave vacancy. It has also denied that gaps in the services were given in order to create break in the service. He was employed as a casual labour when there was work in various branches mention in para 6 of the claim and as the work ceased exist in the branches his services automatically came to an end. He was employee against leave vacancy only. It has also been pleaded that after 28-5-93 his services were not needed for want of work so his services automatically came to an end on 29-5-93. The petitioner was a casual worker and was not given any appointment in regular basis against regular vacancy so question termination being illegal and unjustifiable does not arise. Since his services were not terminated so question violation of Rule 77 and Section 25(G) I.D. Act does not arise. It has also been pleaded that the petitioner has not completed services for more than 240 days provisions of 25(F) I.D. Act do not apply. The Bank has a set procedure of recruitment and appointments are given after following this procedure. Since the petitioner was not appointed on any specific post nor appointment was given after receipt of his name through employment exchange so question of giving priority does not arise nor provisions of Rule 77 and Section 25(H) and (F) have been flout. The claim does not have any force so deserves to be rejected.

Following are the issues for determination :—

- Whether the action of the management of Bank of Baroda is justified in terminating the services of the workman.
- If not to what relief the workman is entitled.

In support of the claim the workman has examined himself on oath.

In rebuttal the non-petitioner has examined Prakash Chand, Chief Manager on oath and has relied upon written arguments.

Both the sides were heard. The issues shall be decided in the order gives above :—

Issue No.1

in this regard the learned representative for the workman argued that the workman in his statement on oath and in his proceedings he has given details of the various days for which he worked in the various branches of the non-petitioner but the non-petitioner in their rebuttal has not produced any evidence by way of attendance register, vouchers, so in the absence of these documents mere allegations of oral evidence cannot be given any weight over the evidence of the workman on oath. In support his argument he relied upon following ruling :—

- (i) R.D. Singh v/s R.S.I. LL.N. (ii) 1985, p. 1057
- (ii) Gopal Krishna Kekar v/s M.R. Lal and others AIR 1968, P. 1413
- (iii) Shyam Cottage Industry v/s L.U.M.U.L.L.N. (i) 1980, P. 419.
- (iv) State of Raj. v/s P.W.D. Employees Union, RLRO 1998, P. 209

With reference to decisions in the above rulings the learned representative for the workman argued that the Apex Court including Rajasthan High Court has held that if the workman comes with plea of having worked for 240 days or for a specified number of days and if the management does not produce any records then adverse inference should be drawn against the management. In the present case too the management has not produced any register, vouchers etc. so adverse inference should be drawn and the oral evidence of the workman should be relied upon for drawing necessary inferences.

The learned representative for the workman also argued that the workman has specifically stated on oath that Lal Chand was Junior to him but his services were not terminated. This testimony has not been challenged by the management as neither worker's testimony in this regard has been challenged nor the witness of the management has denied the correctness of the testimony rather he has pleaded ignorance about it. He has also or argued that the management has not proved as to in whose place the workman was kept during leave vacancy. Lastly he argued that these Breach of 25(F), 25(G) and 25(H) is well proved and the termination of workman proves to be illegal and unjustifiable.

On the other hand the learned representative for the management argued that the workman has worked for 62 days in power house branch, for 65 day at M.I. Road Branch, and for 6 days at Tripoliya Branch. Even if all these days are added up then it is not proved that the claimant has worked for 240 days in a calendar year. So the Bank has not violated 25(F) and 25(G). He has also argued that the workman has not given date of appointment of any Juniors workmen so mere place or evidence that Juniors cannot be given any weight. Nor from it any violation of 25(H) can be inferred. He also argued that the workman had purely a temporary assignment on un-sanctioned post so he did not have any right to the post or right to regularization. In support of his argument he has relied upon AIR 1994 SC 1638 and 1997 SSC P.4. He lastly argued that the appointment was for a fixed period and against leave vacancy so his services automatically stood terminated after specific period. Thus his termination cannot be said to be illegal or unjustifiable.

I bestowed my attention on the argument of both the sides. The workman Vijay Bhatnagar has specifically come to testify that Lal Chand Meena was Junior to him but he has been retain by the Bank. The Bank has examined Sh. Godha as a witness. He in his cross or testimony has not denied this fact rather he plead total ignorance about it. In these circumstances testimony of claimant cannot be doubted. If it is so then from his evidence it is proved that Lal Chand was Junior to him and by retaining him over the workman the non-petitioner has flouted provisions of Sec. 25(G). Thus on this cause alone the termination of the services become illegal and unjustifiable. Besides it

the Petitioner reached the T. Nagar branch, there was a demonstration by the staff of that branch in front of the office, after giving prior notice to the Senior Manager. The Petitioner who went there for personal work being an active staunch member of the union, did not feel it proper on his part to transact his business at the time when his own colleague were on the demonstration. He immediately returned back to his branch without transacting the business at T. Nagar branch. He did not take his lunch on that day as the time taken by him for his travel from his branch to T. Nagar branch had consumed the entire lunch time. The Management issued a memo on the subsequent day holding that he participated in the lunch time demonstration at T. Nagar branch. He was asked to explain as to why full days wage should not be deducted for participating in demonstration during office hours and in spite of explanation the management was not satisfied and one days wage from his salary was directed to be deducted pending initiation of further departmental action against him. Aggrieved by that order, a dispute was raised and since the conciliation had failed, the matter is filed before this tribunal. The action of the manager in deducting one full days wage is arbitrary and illegal. Hence, this tribunal may be pleased to direct the Respondent Management to pay back the amount as the Petitioner had returned in the afternoon itself and continued to work and completed the days work.

The Petitioner is entitled for the cancellation of order made by the Management and cost of this proceedings.

3. The averments in the counter statement of the II Party Management are briefly as follows :—

The II Party Management (hereinafter mentioned as the Respondent) states that the present reference before this tribunal is not maintainable for want of non-joinder of parties i.e., the branch manager who has deducted one day salary of the Petitioner. Instead, the General Secretary has preferred the Senior Regional Manager as a party to the dispute. Hence, the reference be rejected in the present form, as no relief can be granted against the Regional Manager, who has not deducted the salary of the employee concerned. The reference is barred by rule of estoppel as the Workman is taking undue advantage of his own contract. Hence, the reference is to be rejected/dismissed. On 24-8-1998 at 1.40 p.m. the employee got permission from the Manager, Regional Collection Centre, Chennai where he was working, to put through some transactions in his account at the bank's branch office at T. Nagar where he was working earlier. He left the office by 1.40 p.m. and returned at 2.10 p.m. Though he got permission to visit branch office at T. Nagar to transact some business in his personnel account he did not do so. He has chosen that time for visiting the branch office during his lunch recess knowing very well that no transaction can be carried out during that period and at that time, members of staff working at branch office T. Nagar had grant to hold a demonstration against the Regional Administration and the Senior Manager, Branch Office T. Nagar in particular. The employee actively participated in the demonstration held at branch office T. Nagar and he raised slogans against the personnel name of Senior Manager. The employees of branch office T. Nagar had held demonstration between 1.40 p.m. and 2.10 p.m. during the lunch recess, whereas for Shri Balakrishnan it was not the scheduled time for lunch recess. Participation of Shri Balakrishnan, who was working at Regional Collection Centre, during his working hours in the demonstration organised by employees of branch office at T. Nagar branch during the lunch recess is not justified/necessary. The employees should remain at office and discharge official duties during scheduled working hours. However, he managed to obtain permission from his officer to leave his office during working hours for his personnel work i.e., operating his personnel account at branch office T. Nagar. In fact, his actual intention was to participate in the demonstration organised by employees working at branch office T. Nagar and not to operate his personnel account as he was aware that the said timing was lunch recess for branch office T. Nagar. For the memo issued on 25-8-98 the employee failed to give satisfactory explanation. On principle of "No work no pay" his salary was deducted. It is evident that the employee had chosen the lunch recess time of branch office T. Nagar deliberately and he had gone there by taking permission under false pretext for participating in the demonstration.

The fact that he did not operate his account even after the demonstration and returned to his office proves that his intention for going to the T. Nagar branch was only to take part in the demonstration and not to operate his account. If any employee is in breach of his contract of service on any day or even for a part of the day he will not be entitled to pay and allowances for the whole of the particular day and as such, no pay and allowances will be paid to him on that particular date. The Management is not obliged to issue any notice to the employee or to provide him an opportunity of being heard, before exercising the Management's right to not to pay wages as above which will be without prejudice to the bank's right to take disciplinary action as would be warranted. As such one day's wages of the employee had been rightly deducted by the Management in view of his participation in the demonstration during his office hours at another branch. The bank had exercised its rights under the bipartite settlement and the rules and did not pay him one day wage for that day. This has one after giving show cause notice to the workman. There is no merits in the claim made by the Petitioner and hence the same is liable to be dismissed.

4. The Point for my consideration is :

"Whether the management of Punjab National Bank is justified in deducting one day wages from the salary of Sri R. Balakrishnan? If not, to what relief the employee is entitled to?"

Point : This is an Industrial Dispute raised by the Petitioner who is the General Secretary of Punjab National Bank Staff Union on behalf of one Mr. Balakrishnan who is working as a Clerk in the Regional Collection Centre of the Respondent Bank at Madras. It is an admitted case that on 24-8-1998, the said Clerk, Mr. Balakrishnan took permission to go to the Respondent Bank T. Nagar Branch for operating his Savings Bank Account at that Branch of the Bank and he availed the permission between 1.40 P.M. and 2.10 P.M. Accordingly, the said Clerk had left the office at 1.40 P.M. and returned to the office for work at 2.10 P.M. It is also admitted that at the time when the said Clerk reached the T. Nagar Branch of the Respondent Bank, there was a demonstration by the staff of the T. Nagar Branch in front of their office. The said Clerk, Mr. Balakrishnan has been examined as a witness for the Petitioner as WW1. As contended in the Claim Statement, it is his evidence that when he reached the T. Nagar Branch at 1.50 P.M., there was an union demonstration in front of that Bank Branch and that demonstration of the union was against the Bank management, and that he has not operated his bank account in that branch on that day. WW1 further deposed that on seeing the demonstration outside the Bank, he thought that he cannot operate his account on that day in that Branch and he returned back to his office, and that one hour after he came back to his office, he was served with a notice by the Manager of the Service Branch which is Ex. W1. In that notice, it is stated that the Clerk, Balakrishnan took permission at 1.40 P.M. on 24-8-98 and went out to go to a Branch and come back at 2.10 P.M. and it was reported that he participated in the lunch time demonstration at the Branch office, T. Nagar in response to his union's call. In that notice, he was asked to explain as to why full day's wage would not be deducted for participating in the demonstration during the office hours. For this notice, the said Clerk, Balakrishnan WW1 has submitted his explanation which is Ex. W2. In that explanation, WW1 has admitted that he went to T. Nagar Branch to put through some transaction in his account by availing his lunch recess between 1.40 P.M. and 2.10 P.M. He has further explained in that letter, Ex. W2 that having found his colleagues staging demonstration in front of the Branch Office, T. Nagar, Madras, he had no mood to effect the transaction and returned back to the office. Ex. W3 is the letter dated 9-10-98, by the Senior Manager of Regional Collection Centre of the Branch, to WW1. In that letter, it is stated that the Clerk, R. Balakrishnan though he visited the Branch Office at T. Nagar on lunch recess after obtaining permission for operating his account at that Branch office, chosen the time for visiting that Branch during its lunch recess, knowing very well that no transaction can be carried out during that period and at that time, there was a demonstration against the Regional administration and the Senior Manager, Branch Office, T. Nagar in particular. It is also mentioned in that letter that it is evident that he actively participated

in that demonstration and he raised slogans against the personal name of the Senior Manager and that he had not operated his account. It is the averment in the Claim Statement that Balakrishnan who went there on personal work, though being an active, staunch member of the union, did not feel it proper on his part, to transact his business at the time when his own colleagues were on demonstration. It is also the version in the Claim Statement that he immediately returned back to his Branch without transacting the business for which he went to the T. Nagar Branch. It is the averment in Para 5 of the Claim Statement that at the time when he reached the T. Nagar Branch, there was a demonstration by the staff of the T. Nagar Branch in front of their office after giving prior notice to the Senior Manager. From these averments in the Claim Statement, it is clear that, as an active staunch member of the union, the Clerk, Balakrishnan already knew that the staff of the T. Nagar Branch would stage a demonstration in front of their office on 24-8-98 during the lunch recess of that Bank branch and only to take part in that demonstration as an active staunch member of the union, he has chosen that time for visiting that Branch, knowing full well that no transaction can be carried out during that period. In the Claim Statement itself, it is not the version of the Petitioner that the Clerk, Balakrishnan (WW1 herein) who went to the T. Nagar Branch had not participated in the demonstration by the staff of that Branch. On the other hand, it is the assertion of the Petitioner that the said Balakrishnan being an active, staunch member of the union did not feel it proper on his part to transact his business at the time when his own colleagues were on demonstration. Though, it is stated that the said Clerk did not feel it proper to transact his business at the time, in his exclamation Ex. W2 WW1 has stated that he had no mood to effect the transaction since he found his colleagues staging demonstration in front of Branch Office, T. Nagar. While giving evidence at WW1, he says that on seeing the demonstration outside the Bank, he thought that he cannot operate his account in that T. Nagar Branch. It is not his specific evidence, both as WW1 and as a person giving explanation under Ex. W2 that he did not participate in the demonstration on that day. He has admitted in the cross-examination that he represented his Branch staff as a representative in the union and as and when a call has been given by the union, he used to take part in the agitations and demonstrations conducted by the union. He would further add in the cross-examination that he was not aware that on 24-8-98, there will be demonstration by the union before the T. Nagar Branch of Punjab National Bank. This he has not stated in the Chief Examination and in his examination, Ex. W2. On the other hand, it is the specific averment of the General Secretary of the Union in the Claim Statement that the Clerk, Balakrishnan is an active staunch member of the union. The admission of WW1 in the cross-examination that as and when a call has been given by the Union, he used to take part in the agitations and demonstrations conducted by the union, coupled with the specific averment about Sri Balakrishnan goes to show that as a representative of his branch staff in the union, he went to the T. Nagar Branch, knowing full well that the demonstration would take place before the Branch Office by the staff at that time, only to participate in it. For that, he has left his office during that particular day and particular time in the guise of operating his personal account in that Bank Branch knowing full well that no transaction can be had at that particular time at that Branch which is admittedly the recess hour for that Branch. When a specific question was put by the Court to WW1 as to what was the necessity for him to go to T. Nagar Branch to operate his account on 24-8-98, he has answered that he wanted to withdraw money from his account. If really, this is the true reason from him to go to that branch, he could have obtained permission from his office to go to that T. Nagar Branch even earlier to the lunch recess time for that staff of that branch. On the other hand, it is his consistent version, that he came back to his office without operating his account on that day. From this, it is evidently clear that he has chosen that day and that time to go to that particular branch, only to take part in the demonstration as an active, staunch member of the union and also as a representative of the staff of his branch in the Union. For the averment in Ex. W3 that "it is evident that he actively participated in that demonstration and he raised slogans against the personal name of the Senior Manager", the sworn affidavit of the then Sr. Manager of the Branch

Office at T. Nagar who is now working at one of the Bank's branch at New Delhi is filed in this case. In that, it is stated that Balakrishnan participated in the demonstration among various other employees and he raised slogans against him and against the Sr. Regional Manager. No doubt, this depositary is now serving at Delhi is not appeared before this Court for the cross examination on the side of the Petitioner. So, the sworn affidavit given by this Officer of the Bank, now serving at Delhi, before a notary public there cannot be left unconsidered. It is not the case of the Petitioner that the said Officer of the Bank has a personal animosity against this particular person, Sri Balakrishnan.

5. It is clear averment in the Counter of the Respondent Bank that if any employee is in breach of his contract of service on any day or even for a part of the day, he will not be entitled to pay and allowances for whole of the particular day and as such, no pay and allowances will be paid to him for that particular date. This specific averment by the Respondent Bank is not disputed as incorrect or illegal. It is further contended in the Counter Statement of the Respondent that the said employee, Balakrishnan has taken part in the demonstration and that was why the Bank has rightly not paid him the wages for that day on the principle of "No Work No Pay" and that the Bank had exercised its rights under the Bipartite Settlement and the Rule and did not pay him one day wages for that day. The authorised representative of the Bank has also advanced his argument in the like manner and said that the action of the Bank in having deducted one day's salary of Sri R. Balakrishnan is legal and valid and the said employee is not entitled to any relief from the Bank. In view of the materials available in this case, it is clear that the contention put forward by the Bank to justify its action and the arguments advanced by the authorised representative of the Bank can be accepted as correct. On the basis of above findings, I come to the conclusion that the management of Punjab National Bank is justified in deducting one day wages from the salary of Sri R. Balakrishnan and the said Sri R. Balakrishnan is not entitled to any relief.

6. In the result, this award is passed holding that the Petitioner Union is not entitled to the relief prayed for in this Industrial Dispute. Under these circumstances, there is no order as to cost.

Dictated to the Stenographer and typed by him direct and corrected and pronounced by me in the open court on this day, the 20th November, 2000.

K. KARTHIKEYAN, Presiding Officer

Witness Examined :

For Claimant/I Party : WW1, Sri R. Balakrishnan.

For Management/II Party : None.

Documents Marked :

For Claimant/I Party :

Ex. W1 25-8-98 Letter from the Senior Manager, Punjab National Bank to the I Party.

Ex. W2 25-8-98 Letter from the I Party to the Senior Manager, Punjab National Bank in reply to W1.

Ex. W3 9-10-98 Letter from the Senior Manager, Punjab National Bank to the I Party.

For Management/II Party : None.

नई दिल्ली, 6 दिसम्बर, 2000

का.जा. 2846.— शैक्षणिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधतात्व के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट शैक्षणिक विवाद में शैक्षणिक अधिकारण गोवा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-12-2000 को प्राप्त हुआ था।

[स.एल-12011/64/97-पाइथार(बी-II)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 6th December, 2000

S.O. 2846.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Goa as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 05-12-2000.

[No. L-12011/64/97-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

IT/100/98

Shri P. G. Shirwarkar,
Rep. by General Secretary,
U.C.O. Bank Employees Association,
C/o U.C.O. Bank,
P.O. Box 213,
Margao, Goa.

... Workman/Party I

V/s.

The Divisional Manager,
U.C.O. Bank,
Mafatlal Centre, 11nd Floor,
Nariman Point,
Mumbai-400021.

... Employer/Party II

Workman/Party I represented by Shri Subhas Naik.
Employer/Party II represented by Shri T. B. Hingane.

Panaji, dated : 20-11-2000

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947) the Central Government by order dated 20-10-1998 bearing No. L-12011/64/97-IR(B-II) referred the following dispute for adjudication by this Tribunal :

"Whether the action of the management of UCO Bank in not paying Officiating Allowance to Shri P. G. Shirwarkar, Special Asstt. for officiating in the place of Shri A. A. Abreu (JMG-I), Officer-in-Charge of Extension Counter of UCO Bank at Fatorda, Margao for 20 months from March 1992 to October 1993, is legal and justified? If not, to what relief the Workman is entitled?"

2. On receipt of the reference a case was registered under No IT/100/98 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workman-Party I (for short, "Workman") filed his statement of claim at Exh. 4. The facts of the case in brief as pleaded by the Workman are that the Employer-Party II (for short, "Employer") is a nationalised bank having branches all over India including several branches in Goa. That to administer the branches, the employer appoints various categories of staff such as peons or sub-staff, clerks/cashiers, special assistants, officers in Junior Management Grade 1 (JMG-I), Asstt. Managers (Cash), Asstt. Managers (Accounts) Middle Management Grade II as Managers. That the branches are manned by the Managers and the Extension Counters are manned by Officer-in-Charge in JMG-I grade. That the employer has two Extension Counters in Goa, one at Roemalo and another at Fatorda. That the workman is employed with the employer since 6-1-1975 and initially he was working as a clerk at Vasco branch. That presently for the last about 10 years he is working as a Special Assistant at Margao branch and is a member of UCO Bank Employers Association and is also its General Secretary. That the wages and service conditions of the bank employees are decided at national level by signing bipartite settlements between the Indian Bank Association and All India Bank Employees Association and the said settlements are

binding on both the parties, that as per the bipartite settlements and agreements whenever an employee officiates in higher posts, such employee has to be paid the difference between the salary drawn by him and the salary in the higher post as officiating allowance. That the workman was transferred from Margao Branch to the Extension Counter at Fatorda on 12-3-1992 vide letter dated 12-3-92 and he was asked to officiate in place of the Officer-in-Charge and he worked at such till 15-10-93 when Employer/Bank vide letter dated 15-10-93 asked the workman to go back to the Margao branch and that he did so after handing over the charge. That during the period from 12-3-92 to 15-10-93 he was not paid officiating allowance though he was entitled to get the same as per the settlements/agreements. That the workman made a claim for officiating allowance, first orally and then in writing and since the same was not paid he approached the Asstt. Labour Commissioner (Central), through his union and since the dispute could not be settled before the Asstt. Labour Commissioner, the reference of the said dispute was made to this Tribunal by the Central Government. The workman contended that during the period 12-3-92 to 15-10-93 he performed the duties and officiated in place of the Officer-in-Charge at Fatorda Extension Counter as per instructions of the employer and therefore he is entitled to officiating allowance of Officer-in-Charge as per the bipartite settlements/agreements. The workman contended that since his demand for officiating allowance is legal and justified, the employer should be directed to pay the officiating allowance to the workman for the period of 20 months i.e. from 12-3-92 to 15-10-93 with interest and costs.

3. The employer filed written statement at Exh. 5. The employer stated that in terms of para. 9.10 of the Bipartite settlement dated 19-10-66 amended from time to time, whenever a Bank requires a workman to officiate in a post in a higher cadre, it will do so by an order in writing. The employer stated that as per para. 6.8 of the Promotion Policy Settlement for workmen dated 13-4-1988, no functional special allowance/officiating allowance shall be payable nor the employee's claim in that regard be entertained unless the arrangement is authorised in writing by the Manager or a person acting for him or any other officer competent to do so. That the work is to be performed by a specific employee and that specified employee does the work actually in accordance with the written order of the management. The employer stated that as per para. 6.6(i) of PPS-1988, in a branch when the Manager is the only member of Supervisory staff in Junior Management Grade Scale-I in the event of his absence on leave or otherwise, the Head Cashier being the second man in command (where no Chief Cashier in Bank's Supervisory cadre has been posted at the branch) shall be asked to officiate in place of the Manager and hold the temporary charge until an alternative arrangement is made. However, if a clerk working at the branch happens to be notionally senior to Head Cashier, he shall be asked to officiate in preference to Head Cashier. The employer stated that the workman was never asked by the management in writing to officiate in place of Officer-in-Charge and that there was neither exigencies of work requiring him to officiate in higher cadre. The employer stated that the workman is already a Special Assistant drawing functional special allowance for additional duties performed by him and hence even if he has worked in-charge of Extension Counter for some days as claimed by him he is not entitled to claim officiating allowance as it is the part and parcel of his duties. The employer stated that the Extension Counter is not the full-fledged branch and it can be headed by the Special Assistant without any special allowance for the purpose. The employer stated that the workman was never asked to officiate in place of Officer-in-Charge, JMG Scale-I and therefore the question of paying officiating allowance to him did not arise. The employer stated that the workman had made illegal claims and the matter before the Asstt. Labour Commissioner, Goa, ended in failure because there was no merit in the dispute raised by the workman. The employer denied that the workman is entitled to any officiating allowance as claimed by him and stated that the reference is liable to be rejected. The workman thereafter filed rejoinder at Exh. 6.

4. On the pleadings of the parties, following issues were framed at Exh. 7:

1. Whether the Party I proves that he was asked to officiate in the absence of Officer-in-Charge at the

extension counter at Fatorda and he worked as such from 12-3-92 to 15-10-93?

2. Whether the Party I proves that he is entitled to the officiating allowance for the period from 12-3-92 to 15-10-93 as per the bipartite settlements and agreements?

3. Whether the Party I proves that the action of the Party II in not paying officiating allowance to him for 20 months from March 1992 to October 1993 is illegal and unjustified?

4. Whether the Party I is entitled to any relief?

5. What Award?

5. My findings to the issues are as follows:

Issue No. 1 : In the negative

Issue No. 2 : In the negative

Issue No. 3 : In the negative

Issue No. 4 : In the negative

Issue No. 5 : As per order below.

REASONS

6. Issue Nos. 1 and 2 : The workman as well as the employer has filed written arguments. I have considered the said written arguments. The contention of the workman is that whenever an employee is asked to officiate, normally oral instructions are given in that respect, but in the present case there is written evidence namely the letters dated 12-3-92 and 15-10-93 to show that he was asked to officiate as Officer-in-Charge of the Extension Counter. His contention is that the letter dated 15-10-93 clearly mentions that he should give the charge of extension counter to Mr. Abreu. His contention is that the letters dated 12-3-92 and 15-10-93 prove that he worked from 12-3-92 to 15-10-93 as Officer-in-Charge of extension counter and as per clauses 9.10 and 9.11 of the Bi-partite Settlement he is entitled to the officiating allowance as provided in the said settlement. The contention of the employer on the other hand is that as per clause 6.8 of the promotion policy settlement dated 13-4-1988 the employee can be called upon to officiate in any higher post only if the said arrangement is authorised in writing by the Manager or a person acting for him and in the present case the workman was never asked in writing by the Management/Manager to officiate in place of Officer-in-Charge, Extension Counter. The contention of the employer is that the letter dated 12-3-92 issued to the workman was a transfer order and not the letter asking him to officiate as Officer-in-Charge of extension counter and therefore he is not entitled to officiating allowance under the bipartite settlement.

7. In the present case only the evidence of the workman is on record. The workman has not examined any witnesses in support of his case. The employer has not led any evidence but has relied upon the clauses 6.6 and 6.8 of the Promotion Policy Settlement dated 13-4-1988, and the Bi-partite settlement. The workman in his deposition has stated that he is working as a Special Assistant at Margao Branch of the employer. He has stated that the Scale I Officer is the Officer-in-Charge at the Extension Counter, and that Mr. A. A. Abreu, who was Officer-in-Charge of the extension counter at Fatorda, was transferred to Margao Branch and he was transferred to the said extension counter at Fatorda in his place. He has stated that he took the charge of the extension counter from Mr. Abreu and he produced the transfer order dated 12-3-92 at Exb. W-1. He has stated that he joined his duties at Fatorda Extension Counter on 12-3-92 and worked there till 15-3-93. He has stated that he was asked to hand over the charge of the extension counter to Mr. A. A. Abreu by letter dated 15-10-93 and he has produced the said letter at Exb. W-2. He has stated that as per the bipartite settlement Exb. E3 he is entitled to the officiating allowance for the period he worked at the Fatorda extension counter. He has stated that officiating allowance is paid to an employee who is asked to officiate and perform higher duties. He has further stated that whenever an employee is asked to officiate normally oral instructions are given, but in his case he was asked to officiate in terms of letter dated 12-3-92 Exb. W-1

and 15-10-93 Exb. W-2. He has produced the representation dated 25-7-94 Exb. W-4 made by him to the Divisional Manager demanding payment of officiating allowance. In his cross-examination he stated that as a Special Assistant his duties are of passing cheques, signing demand drafts, pay orders and that he is paid allowance for carrying out these additional duties. He denied the suggestion that he was performing the same duties at the Fatorda extension counter which were being performed by him as a Special Assistant at the Margao branch. He denied the suggestion that the order dated 12-3-92 Exb. W-1 is only a transfer order and not an order asking him to officiate at the Fatorda extension counter. He denied the suggestion that he was not asked to officiate at the extension counter at Fatorda.

8. From the above evidence it is clear that according to the workman he was asked to be Officer-in-Charge of the Fatorda extension counter by letter dated 12-3-92. The said letter has been produced by him at Exb. W-1. According to him in terms of this letter he has worked as Officer-in-Charge of the Fatorda extension counter from 12-3-92 to 15-10-93. His claim for officiating allowance is based on bipartite settlement. He has produced the extract of the clauses 9.10 and 9.11 of the said settlement at Exb. W-3. I have gone through both these clauses. Clause 9.10 states that whenever a bank requires a workman to officiate in a post in a higher cadre, it will do so by an order in writing. According to the workman he was asked to officiate in a post in higher cadre because the scale-I, Officer is the Officer-in-Charge of the extension counter. As per the provisions of clause 9.10 of the settlement reproduced herein above there should be a written order asking the employee to officiate in a post in a high cadre. In the present case it is the contention of the workman that he was asked to officiate as an Officer-in-Charge of Fatorda extension counter which is a post in a higher cadre, vide letter dated 12-3-92 Exb. W-1. I have gone through the said letter. Nowhere in the said letter it is stated that he is posted at the Fatorda extension counter as an Officer-in-Charge in place of Mr. Abreu who according to the workman was the Officer-in-Charge of the said counter. He has stated in his evidence that he took the charge of the counter from Mr. Abreu. However, the letter dated 12-3-92 does not state that he should take the charge of Officer-in-Charge of the counter from Mr. Abreu. Therefore the basic requirement that there should be an order in writing, has not been fulfilled in the present case. The workman has tried to contend that normally oral instructions are given when an employee is asked to officiate. There is no evidence whatsoever from the workman in support of his this contention. Moreover this contention of the workman is contradictory to the settlement which requires the instructions to be given in writing. Since the employer had denied that the workman was officiating as Officer-in-Charge at the Fatorda Extension Counter, the workman ought to have led evidence in support of his contention. In his evidence he has stated that at the Fatorda Extension Counter one Mr. Tito Fernandes was working as the clerk, Mr. Ulhas Naik was working as the peon and Mr. Mardolkar was working as a Chief Cashier who was the scale-I Officer, and that all three persons were working under him. If this is so, the workman ought to have examined at least the peon or the clerk to prove that he was working as the Officer-in-Charge of the extension counter. The workman did not do so and there is no explanation from the workman for not examining any of the said persons as his witness. Since the workman himself has stated that Mr. Mardolkar was working at Fatorda extension counter as a Chief Cashier and he was the Scale-I Officer, there was no need for the employer to ask the workman to officiate as Officer-in-Charge of the extension counter. The employer could have very well asked Mr. Mardolkar to officiate as the Officer-in-Charge because according to the workman himself Mr. Mardolkar was Scale-I Officer and the Scale I Officer is the Officer-in-Charge of the extension counter. Though the workman has stated that Mr. Abreu who was the Officer-in-Charge of the counter was transferred to Margao Branch and hence he was asked to officiate in his place, there is no evidence to this effect. No evidence has been produced by the workman to prove that Mr. Abreu was transferred to Margao branch or that he was given the charge of the counter by Mr. Abreu. Besides, the workman has produced his representation dated 25th July, 1994 wherein he has stated that he was asked to report to I.B.M. Extension Counter, Fatorda, Margao-Goa in place of Mr. Abreu as per the instructions of the Chairman vide Zonal Officer, Bombay,

vide letter dated 3-3-92 and that after discussing the matter with the Divisional Manager, he took the charge of the extension counter from 16-3-92. This letter of the workman is contradictory to the contentions made by him in the case. Because in this case he has stated that it is the letter dated 12-3-92 which asked him to officiate and that accordingly he officiated from 12-3-92, whereas in the letter dated 25th July, 1994 Exb. W-4 he has referred to the letter dated 3-3-92 and not to the letter dated 12-3-92 and he has stated that he officiated from 16-3-92 and not from 12-3-92. The workman has not produced the letter dated 3-3-92. From the evidence which is discussed above, I hold that there is no fulfillment of the first requirement of the Bipartite settlement, that is, there is no order in writing asking the workman to officiate as the Officer-in-Charge of the Fatorda extension counter. The letter dated 12th October, 1992 Exb. W-1 is a simple transfer letter.

9. The workman has relied upon the letter dated 15-10-93 Exb. W-2. I have gone through this letter. In this letter the workman is requested to hand over the charge of the Extension Counter to Mr. Abreu. This letter as addressed to the workman describing him as the Special Assistant, Extension Counter. This letter does not state that the workman should hand over the charge of the Officer in charge of the Extension Counter to Mr. Abreu. This letter states that the charge of the extension counter should be given to Mr. Abreu, the Asstt. Manager. This means that at the time when the said letter dated 15-10-93 was given to the workman, Mr. Abreu was posted as the Officer in-charge of the Fatorda extension counter. There is no evidence from the workman to prove that Mr. Abreu was transferred to Margao branch in March 1992 and that he was retransferred to Fatorda extension counter as Officer in charge in October 1993. Further, as per the said letter dated 15-10-93, the copy of the same was marked to the Officer in charge of the Fatorda extension counter which shows that when the workman was asked to handover charge, there was already a person who was working as Officer in charge. However, even if it is accepted that the workman was officiating as the Officer in charge and that on Mr. Abreu being retransferred to Fatorda extension counter as the Officer in charge, the workman was asked to handover the charge to him, still the workman would not be entitled to any officiating allowance. This is because as per clause 9.11(a) in order to be entitled to the officiating allowance, the workman must have worked as Officer in charge that is in the higher grade for 10 days or more which means that he must have worked in the higher grade for minimum 10 days. This is obvious from the reading of the clause 9.11(a) which runs as follows :

9.11—In supersession of paragraph 6.56 of Desai Award—

- (a) If a workman other than subordinate staff officiates in a post in a higher cadre for a period of 10 days or more, he shall be paid an officiating allowance for the period for which he officiates, on the following basis.
- (b) Where the basic pay of the permanent incumbent exceeds the basic pay of the person officiating the officiating allowance shall be 15% of the basic pay of the person officiating or the difference between the two basic pays whichever is less, provided that in no case will be officiating

allowance be less than 71 1/2% of the basic pay of the person officiating :—

- (ii) Where the basic pay of the permanent incumbent is equal to or less than that of the person officiating the officiating allowance shall be 71 1/2% of the basic pay of the person officiating.

The workman has based his claim for officiating allowance on the above clause. This is also evident from the representation dated 25th July 1994 Exb. W-4 made by him to the Divisional Manager of the employer wherein he has made the claim for officiating allowance at the rate of 15% of his basic pay or the difference between the two basic pays whichever is less and that in no case the officiating allowance shall be less than 7.5% of his basic pay. There is no evidence from the workman to prove that he has worked as Officer in charge of the extension counter from 12-3-92 or that he has worked as such for at least 10 days or more. The letter dated 12-3-92 cannot be construed as the letter asking the workman to work as Officer in charge of the extension counter. The said letter does not specifically mention that the workman is transferred to Fatorda extension counter as the Officer incharge or that he is put in charge of the said counter. It is a letter of simple transfer. As mentioned earlier the workman has not examined any person who was working at the extension counter to prove that he was working as the Officer in charge of the said counter or as Officer incharge of the said counter from 12-3-92 or from any date thereafter. In the absence of any evidence it cannot be said that the workman has worked as incharge of the extension counter or as Officer incharge of the said counter for 10 days or more. This being the case the workman is not entitled to the officiating allowance in terms of the Bipartite settlement. I, therefore hold that the workman has failed to prove that he was asked to officiate in the absence of Officer in charge at the extension counter at Fatorda and that he worked as such from 12-3-92 to 15-10-93. I, further hold that the workman has also failed to prove that he is entitled to the officiating allowance for the period from 12-3-92 to 15-10-93. I therefore answer the issue nos. 1 and 2 in the negative.

10. Issue No. 3 and 4: While answering the issue no. 1, it has been held by me that the workman has failed to prove that he was officiating as the Officer incharge of the extension counter at Fatorda, during the period 12-3-92 to 15-10-93. I have held that the workman has failed to prove that he worked as the Officer in charge from 12-3-92 to 15-10-93. It has been further held by me that the workman is not entitled to any officiating allowance in terms of the Bipartite settlement because he has failed to prove that he worked as Officer in charge or was in charge of the extension counter at Fatorda for 10 days or more. In the circumstances, I am of the view that the employer was justified in not paying officiating allowance to the workman from March 1992 to October 1993. I, therefore, hold that the workman has failed to prove that the action of the Party II in not paying officiating allowance to him from March 1992 to October 1993 is illegal and unjustified. I also further hold that the workman is not entitled to any

relief as he has failed to prove that he was the Officer in charge or Incharge of the Extension Counter for 10 days or more as required under the Bipartite settlement. Hence, I answer the issue nos. 3 and 4 in the negative.

In the circumstances, I pass the following order.

ORDER

It is hereby held that the action of the Management of UCO Bank in not paying officiating allowance to the workman Shri F. G. Shirwaikar, Special Assistant for 20 months from March 1992 to October 1993 is legal and justified. I further hold that the workman Shri P. G. Shirwaikar is not entitled to any relief.

No order as to costs. Inform the Government accordingly.

AJIT J. AGNI, Presiding Officer

नई दिल्ली, 6 दिसम्बर, 2000

का. आ. 2847.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार नेशनल इंश्यूरेन्स कं. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम त्यायालय चेन्नई के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 05-12-2000 को प्राप्त हुआ था।

[सं. एन-17011/17/99-ग्राइंडर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 6th December, 2000

S.O. 2847.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of National Insurance Co Ltd. and their workman, which was received by the Central Government on 05-12-2000.

[No. L-17011/17/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, CHENNAI

Thursday, the 23rd November, 2000

PRESENT :

K. KARTHIKEYAN, Presiding Officer.

Industrial Dispute No. 42/2000

(In the matter of the dispute for adjudication under Section 10(1) (d) and Sub-Section 2(A) of the Industrial Disputes Act, 1947 between the Workman and the Management of National Insurance Co. Ltd., Chennai).

BETWEEN

General Secretary,
Chennai Region General
Insurance Corporation
Chennai.

.. Claimant/I Party.

AND

The Assistant General Manager
National Insurance Co. Ltd.,
Chennai. .. Management/II Party.

APPEARANCES :

For the Claimant.—M/s. D. Hari Paranthaman,
V. Vijay Khose, P. Vijendrann, Advocates.

For the Management.—M/s. T. S. Gopalan and
Co., Advocates.

REFERENCE :

Order No. L-17011/17/99-IR(B-II) dated 24th March, 2000, Government of India, Ministry of Labour, New Delhi.

This dispute on coming up before me for final hearing on 8-11-2000, upon perusing the reference, Claim Statement, Counter Statement and other material papers on record, the documentary evidence alone let in on either side and upon hearing the arguments of Sri D. Hari Paranthaman, Counsel for the Claimant and Sri T. S. Gopalan, Counsel for the Management and this dispute having stood over till this date for consideration, this Tribunal passed the following :—

AWARD

This reference by Central Government in the exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 in respect of the dispute between Sri N. Nathan and Sri N. Sowri, Workman and the Asstt. General Manager, National Insurance Co. Ltd., Chennai, Management mentioned as schedule appended to the order of reference.

The schedule reads as follows :—

“Whether the demand of the Chennai Region General Insurance Employees Association for allotment of Special functions and payment of Special functional allowance thereof to Sri N. Nathan and N. Sowri, Sub-staff, National Insurance Co. Ltd., Chennai is justified? If justified, to what relief the workman are entitled to?”

On receipt of this reference, this Industrial Dispute has been taken on file of this Tribunal on 4-8-2000 as Industrial Dispute No. 42/2000. On receipt of the notice from this Tribunal, both the parties appeared with their respective counsel and filed their respective Claim Statement and Counter Statement.

1. The averments in the Claim Statement of the Claimant/I Party are briefly as follows :—

The First Party Union is a Trade Union registered under the Indian Trade Unions Act, 1926. It has

a substantial following and membership in various General Insurance Companies including the Second Party Insurance Company. The workman concerned in the dispute, S|Shri Nathan and Sowri are members of the Petitioner Union. They joined the services of the Second Party Company as Sub-staff on 28-3-1991. They were recruited as Sub-staff. It is a practice of the Management to entrust the various special functions such as Office Keyholding, Xerox Machine Operation Duplicating Machine Operation, Franking Machine Operation, Cash Carrying etc., to employees in Sub-staff cadre, based on their seniority in service since these functions attract a Special Functional Allowance of Rs. 165 per mensem which is treated as Basic Pay and counted for all benefits such as DA, HRA, CCA, PF, Gratuity, Pension, Fixation on Promotion etc. In the Regional Office of National Insurance Co. Ltd., Chennai, two such functions fell vacant during the year 1998 consequent on promotion of two Sub-staff employees as Record Clerk. These vacancies are for Keyholding function and Duplicating Machine Operation function. S|Shri Nathan and Sowri, being the seniormost employees among the Sub-staff employees of the Regional Office, represented to the Management, through their identical letters dated 23-10-98 and requested the Management to entrust the functions to them. The Management did not entrust the said functions to them on the plea that they were assigned particular functions items and hence, could not be considered for other functions. Though, they do packing of stationery, which do not attract any additional allowance, they are basically employees of Sub-staff cadre. Since the said Workmen are the members of the First Party Union, the First Party Union also held negotiation with the officials of the Second Party Insurance Company in this regard. As there was no response from the Second Party Insurance Company, the First Party Union raised an Industrial Dispute on the above issue before the Conciliation Officer. In spite of several sittings, the Conciliation Officer could not bring out any mediation and, therefore, he submitted his failure report to the Government of India which in turn has referred this dispute for adjudication by this Hon'ble Tribunal. The action of the Second Party Management in not assigning the special function to S|Shri Nathan and Sowri is arbitrary, illegal and unjust. The Central Government, by a Gazette Notification dated 27-5-1974, framed the General Insurance (Rationalisation and Revision of Pay-scales and other conditions of Services of Supervisory, Clerical and Subordinate Staff) Scheme, 1974 to govern the service conditions of employees. The said scheme and the various amendments made thereto to provide for payment of Special Functional Allowance to Sub-staff employees for doing various functions. The special function which is performed by a Sub-staff employee is not a post but only an assignment of work for the Workman in the cadre of Sub-staff. The special function is not a promotional function also. Though, the various categories of Sub-staff performed the different special functions, they remained in the same cadre i.e. Sub-staff. The action of the Second Party Management is not fair as they cannot sub-classify or re-classify the post of Sub-staff based on the assignment of the function, when there is no change in the substantive post. Therefore, the Second Party Management cannot

further differentiate between Sub-staff. Such a further classification has no nexus and intelligible difference to the object sought to be achieved. It lacks reasonableness. Not assigning special function to the Workmen is discriminatory and arbitrary and, therefore it is violative of Article 14 of the Constitution of India. The Second Party Management, being the public sector organisation and a "State" within the meaning of Article 12 of the Constitution, should act as a model employer and also should act in a fair and reasonable manner. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding that the demand of the First Party Union as justified and consequently direct the Second Party Management to assign special functions to the Workmen, S|Shri Nathan and Sowri from the date on which the vacancy for special functions arose in the Regional Office of the National Insurance Co. Ltd. with all arrears and consequential benefits and also award cost for this proceedings.

2. The averments in the Counter Statement of the Second Party Management are briefly as follows :—

The Second Party submits that, having regard to the issue referred for adjudication, it can only be a collective dispute under Section-2K of Industrial Disputes Act. The Second Party disputes the competence and authority of the First Party Union to raise the dispute espousing the cause of S|Shri N. Nathan and N. Sowri. The First Party Union has not been duly authorised to raise the dispute. Therefore, there was no valid Industrial Dispute which could be referred for adjudication. In the absence of a valid Industrial Dispute, the order of reference is not valid in law. The Second Party National Insurance Co. Ltd. is a subsidiary of General Insurance Corporation of India which is a Government undertaking. It has got its head office at Calcutta with Regional Offices at various places in the country including one at Chennai. The Regional Office at Chennai controls Divisional Offices, branches in Chennai, Pondicherry and Vellore. Section-17A of General Insurance Business (Nationalisation Act, 1972) empowers the Central Government to frame one or more schemes for regulating the pay-scales of Officers and employees of Company. The Central Government is also empowered to act, amend and alter any schemes framed under this. On 27-5-1974, the Central Government framed a scheme called as "General Insurance (Rationalisation and Revision of Pay-Scales and other terms and conditions of Supervisory, Clerical and Subordinate Staff) Scheme 1974." The said scheme was amended from time to time. By a notification dated 23-12-1991, the scheme was amended inter-alia, providing for payment of certain allowance for technical qualification for Supervisory, Clerical and Subordinate Staff. One of the allowances, dealt with by the notification, was Functional Allowance. It provides for payment of Special Functional Allowance for Subordinate Staff working as Liftman, Machine Operators, Head Peons, Jamadar, AC Plant Operators etc. The scheme specifically provides that no employee shall, as a matter of right claim to be allotted a particular portfolio of work, in order to avail of the Functional Allowances attaching to that position. All the Subordinate Staff, other than Drivers are governed by one single scale of pay. The Second Party Management

was having its Regional Office at 190, Anna Salai and it was employing Security Guards whose duties included the closing and opening of the premises and custody of the keys. There was a fire accident on 2-5-1997 and subsequently the Regional Office had to function in three different premises, viz. 749 Anna Salai, 751 Anna Salai and 755 Anna Salai. As the fire destroyed building had some valuables, Security Guards used to keep a watch of the said premises. As an interim arrangement, one Subordinate Staff was entrusted with the responsibility of holding the key in respect of premises 749 Anna Salai, Chennai and another Sub-staff was given the responsibility of holding the key in respect of premises 755 Anna Salai, Chennai. As far as 751 Anna Salai was concerned, before the fire accident, it had already training centre and after the fire, the Personnel, Marketing and Technical Departments of Regional Office was shifted to the said premises. Since the Subordinate Staff at 751 Anna Salai was already keyholder drawing Keyholding Allowance, he continued to hold the key. The premises at 190 Anna Salai was reconstructed and Regional Office was shifted to the said premises on 5-5-2000, once again the responsibility of holding the key was entrusted to Security Guard. The Regional Office of the Second Party was using a Duplicating Machine for making copies of documents and one of the Sub-staff was assigned to operation of the machine and he was drawing a Special Functional Allowance for machine operation. The machine was damaged by fire. After the fire, the use of the Duplicating Machine was discontinued and the Second Party was getting copies of documents by using the Xerox Machine. As the Second Party does not need any Sub-staff to hold the key of the Regional Office or any Sub-staff to attend to the Duplicating Machine, it is no longer necessary to assign these functions to any Subordinate Staff. The employees below the Clerical Cadre and the Record Clerks were all appointed as Subordinate Staff. While some of the Subordinate Staff are appointed for doing general functions, candidates appointed in the category of Subordinate Staff for doing a particular function, are assigned only that function. For instance, Security Guards, who are appointed in the category of Sub-staff are not assigned any other function. Similarly, Subordinate Staff who are appointed for doing the packing work, are not assigned with any other work. S|Shri N. Nathan and N. Sowri were initially working as Casual Workmen for the sole purpose of packing of stationery for distribution to various operating offices. On 20-3-91 they were appointed as Subordinate Staff (Packers) and since then, they have been attending only to the packing work in the stationery department of the Second Party. The Appointment Order dt. 28-3-91, specifically states "Your duties include stacking, taking out and bundling the stationery, carting the parcels to the lorry booking office and to receive and deliver the stationery goods to and from officers' offices etc. subject to review and instruction from time to time". The First Party Union is claiming that the concerned workers should be considered for the assignment of the job of Keyholders/Machine Operators so that they will be able to earn Special Functional Allowance. No employee, shall as a matter of right claim to be allotted for a particular portfolio of work in order to avail of the Functional Allowance attached to that position. Therefore, the

First Party Union cannot demand that the concerned workmen should be considered for assignment of work of Machine Operation or Keyholding. In any event, as there is no scope for assigning the Keyholding or Machine Operation, the claim of the First Party Union is liable to be negatived. One G. Arandan was operating the Duplicating Machine and he was paid Special Functional Allowance as Machine Operator. When the Regional Office was shifted to 190 Anna Salai after reconstruction, the Second Party stopped using the Duplicating Machine, and, therefore, the contingency of assigning the job of operating the Duplicating Machine to any Sub-staff did not arise. As such, no sub-staff was paid Special Allowance. Similarly, S|Shri P. Rajendran and V. Asha Raj, Sub-staff were holding the key, during the period when the Regional Office was functioning at 749 and 755 Anna Salai were paid Functional Allowance. When the Regional Office was shifted to 190 Anna Salai after reconstruction, the responsibility of holding the key has been assigned to Security Guard as was the position before the fire accident. Therefore, there is no need to require any Sub-staff to hold the Key or being required to operate the Machine. As such, the concerned Workman cannot have any claim for these functions or for payment of Special Allowance. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award, rejecting the Claim Petition.

3. When the matter was taken up for enquiry, the Counsel appearing on either side has represented that they have no oral evidence to let in for their respective sides. Documents filed on either side are marked by consent as Exhibits W1 to W17 and M1 to M13. After the evidence on either side is closed, the learned Counsel appearing on either side advanced their arguments.

4. The Point for my consideration is :

"Whether the demand of the Chennai Region General Insurance Employees Association for allotment of Special functions and payment of Special functional allowance thereof to S|Shri N. Nathan and N. Sowri, Sub staff, National Insurance Co. Ltd., Chennai is justified? If justified, to what relief the workman are entitled to?"

Point : The learned counsel for the Secod Party Management has put forth an argument initially that the validity of the reference made by the Central Government is itself in question, as there is no referable dispute. It is alleged in the Counter Statement of the Second Party that having regard to the issue, referred for adjudication, it can only be a collective dispute under Section-2K of the Industrial Disputes Act and that the Second Party disputes the competence and authority of the First Party Union to raise the dispute espousing the cause of S|Shri N. Nathan and N. Sowri and that the First Party Union has not been duly authorised to raise the dispute. Therefore, there is no valid Industrial Dispute which could be referred for adjudication and that in the absence of a valid Industrial Dispute, the order of reference is not valid in law. To disprove the contention of the Second Party, the First Party Union has filed any document of show that this dispute has been raised by the Union on behalf of the Workman, who happens to be members of that Union and a resolution has been passed in

the Union authorising the Union General Secretary to espouse the cause of the Workman, S|Shri N. Nathan and N. Sowri, Sub-staff of the Second Party, National Insurance Co. Ltd., Chennai. Though, it is alleged in the Claim Statement that the said staff workmen in the Second Party Insurance Company are the members of the First Party Union no documentary evidence is filed by the First Party Union to show, the date from which, those workmen are members of the Union. But, xerox copies of two receipts dt. 31-12-97 are filed as Ex. W14 for receipt of Rs. 36 each from these two Workmen by Cash as subscription for the year 1997. From this document, it cannot be conclusively stated that both these Workmen became the members of this Union immediately after their appointment in the year 1991. Further, in their earlier application, before the Asstt. Labour Commissioner (C), Chennai dt. 26-10-98 marked as Ex. W4, nothing has been stated that the Union has been duly authorised to raise this dispute on behalf of those two concerned Workmen. Neither in the earlier application, Ex. W4 nor in the present Claim Statement, the First Party Union has not whispered anything with regard to the authorisation they have got to raise this Industrial Dispute on behalf of the concerned Workmen. It is not their case that the resolution to that effect has been passed in the Union, authorising the General Secretary of the Union to raise this dispute for espousing the cause of those two Workmen. The learned counsel for the First Party Union has advanced an argument that this contention is trivial in nature and for that reason, it cannot be held by this Tribunal that there is no referable dispute and thereby dismiss the claim as there is no Industrial Dispute. In view of the decision of the Supreme Court, he further argued that it is held by the Supreme Court in a case reported as 1983-II-LLJ, Page 429 between S. K. Verma and Mahesh Chandra and Another, it is by the Hon'ble Supreme Court that Public Sector Corporations should be model Employers and model litigants. He further argued that in view of the this decision of the Supreme Court, the preliminary objection raised by the Second Party Management need not be considered as a valid ground for not granting the relief prayed for by the First Party Union. In the cited case, the Hon'ble Supreme Court has held as follows :

"There appears to be three preliminary objections which have become quite the fashion to be raised by all employers, particularly public sector corporations whenever an industrial dispute is referred to a tribunal for adjudication. One objection is that there is no industry, a second that there is no industrial dispute and the third that the workman is not workman. It is a pity that when the Central Government, in all solemnity, refers an industrial dispute for adjudication, a public sector Corporation which is an instrumentality of the State, instead of welcoming a decision by the Tribunal on merits so as to absolve itself of any charge of being a bad employer or of victimization etc. should attempt to evade decision on merits by raising such objections and never thereby satisfied, carry the matter often times to the High Court and to the Supreme Court wasting public time and money. It is expected that public sector corporations to be model employers and model litigants. They are not

expected to attempt to avoid adjudication or to indulge in luxurious litigation and drag workmen from Court to Court merely to vindicate not justice but some rigid technical stand taken by them. It is hoped that public sector Corporations will henceforth refrain from raising needless objections fighting needless litigation and adopting needless postures".

5. In view of this decision of the Supreme Court, the question raised by the learned counsel for the Second Party Management on the ground that there is no referable dispute and the validity of the reference made by the Central Government is in question, cannot be considered as valid, and correct stand taken by the Second Party Management. In view of this decision of the Supreme Court, this preliminary objection raised by the Second Party Management in respect of the reference made by the Central Government cannot be held good.

6. The Workman, Shri N. Nathan and N. Sowri have been appointed as Sub-staff (Packer) by the Second Party Management, National Insurance Company Ltd., Chennai under the Appointment Order dt. 28-3-91 marked as Ex. M12 and Ex. W1 respectively. For both these documents it is seen that these Workmen were offered appointment by the Second Party Management as Sub-staff (Packer), mentioning the duties they have to perform as Packers. Both these Workmen have raised a demand with the Second Party Management that they must be allotted special functions like holding the key and operation of duplication machine and thereby they must be paid Special Functional Allowance. The said demand has not been accepted by the Second Party Management because these two Workmen were given the appointment, though, as Sub-staff, but only as Packers and these Packers cannot be assigned any other special functional post like Key Holding and Operating Duplicating Machine for which the Management have given reasons stating that though the appointments were given are of Subordinate staff cadre, they have been appointed specially for the post of Packers only. It is not the case of the Workmen that they have been appointed as Subordinate staff and subsequently were assigned the post of Packers. Ex. W1 and Ex. M12 clearly shows that the appointments were given to these two Workmen is only for the post of Packer. Further, in both these Appointment Orders, the work of a Packer has been specifically mentioned. These things cannot be disputed either by the Workmen or by the Union, which is espousing the cause of these Workmen. Both in Ex. W1 and Ex. M12, it is stated as follows:—

"Your duties will include stacking, taking out and bundling the stationery, carting the parcels to the lorry booking office and to receive and deliver the stationary goods to and from Officers|Offices etc. subject to review and instruction from time to time".

Ex. M1 is the xerox copy of the General Insurance Business (Nationalisation) Act, 1972, relevant portions pertaining to General Insurance (Rationalisation and Revision of Pay-Scales and other conditions of Service of Supervisory, Clerical and Subordinate Staff) Scheme, 1974. It is mentioned in this document that under Chapter V-A, Clause 17A (1) that

the Central Government may by notification in the official gazette frame one or more schemes for regulating the pay-scales and other terms and conditions of the service of Officers and other employees of the Corporation or any acquiring company and that the Central Government may be notification, add to, amend or vary any scheme framed under this section. So, it is admitted that these Workmen and also this First Party Association are bound by the terms and conditions of the schemes formed by the Government under the above act. The Ex. M2 is the xerox copy of the extract from the personnel manual regarding pay and allowances. In this manual under Page 214, under the head of Functional Allowance, Special Functional Allowance for the Subordinate staff, holding the Special Functional Allowance payable post like Liftman, Machine Operators, Head Peons, Jamadars, AC Plant Operators, Daftries, Heavy Vehicles Drivers, Key Holders or Generator Operators and sub-staff carrying cash to and from the bank is mentioned. Under this head of functional allowance in this personnel manual, page 214, under the heading "notes" it is stated as follows :—

"No employee shall, as a matter of right claim to be allotted a particular portfolio of work in order to avail of the Functional Allowance attaching to that position".

It is not disputed that all these terms mentioned in the personnel manual under the Head, Functional Allowance are applicable to all the Sub-staff, working in the Insurance Companies including these two Workmen. The learned counsel for the Management quoting this and advanced an argument that in view of that restriction, these two Workmen, functioning as Packers with the Second Party Management Company, cannot make this demand as they do here, as a matter of right. This argument cannot be stated as incorrect. It is his further argument that no employee as Sub-staff can demand special functional post only to get the Special Functional Allowance payable to that post and that these two Workmen, who were specifically appointed as Packers cannot be treated as Sub-staff for the entrustment of Key Holding during the fire in the original office on a temporary arrangement.

7. The learned counsel for the Second Party Management would further contend, that the Regional Office of the Management of National Insurance Company Ltd., Chennai is at 190, Anna Salai and the Security Guards were appointed and for closing and opening of the premises they have the custody of the keys and that there was a fire accident on 2-5-97 and consequently, the Regional Office had to function in three different premises viz. 749 Anna Salai, 751 Anna Salai and 755 Anna Salai and that to safeguard some valuables there, in fire destroyed building, the Security Guards for that building continued to keep a watch of the said premises when the reconstruction work was in progress till 5-5-2000 and even after that they continued the security duties and holding the key of the premises as Security Guards. When the Regional Office was functioning, during the reconstruction period of fire destroyed main office building in three different premises in Anna Salai itself, as an interim arrangement, one subordinate staff was entrusted with the responsibility of holding the key of the premises at 749

Anna Salai and another was holding the key of the premises at 751 Anna Salai. Since, even prior to the fire accident in 190 Anna Salai, the Personnel, Marketing and Technical Depts. of Regional Office was shifted to 751 Anna Salai, one subordinate staff at 751 Anna Salai was holding the key of the premises and he continued in the same post and was drawing the key-holding allowance. The temporary arrangement of holding the key of the premises 749 and 755 Anna Salai by two different sub-staff were discontinued after the Regional Office was shifted back to the premises at 190 Anna Salai on 5-5-2000 and such being the case, these two Workmen concerned were not entrusted with the key of those premises since they have to perform their duties as Packers for which they have been specifically appointed. The fact of fire accident in the premises at 190 Anna Salai and the fact of shifting of the Regional Offices temporarily to three other premises at Anna Salai and subsequent to the reconstruction, the Regional Office shifted back to 190 Anna Salai, have not been disputed. Ex. M4 is the copy of the letter dated 5-6-1997 given by Director of Fire Services to the Management. Ex. M5 to M7 are the copy of lease deeds for the premises 749, 755 and 751 Anna Salai respectively. Ex. M8 is the copy of the Paper publication as a public notice dated 8-5-2000. All these documents show that there was a fire accident on 2-5-97 at 190 Anna Salai and subsequent to that the Regional Office was shifted to three other premises at Anna Salai and the Regional Office was re-shifted to renovated building at 190 Anna Salai on 8-5-2000. From this, it is seen that the special function of Keyholding were entrusted to sub-staffs in respect of two other premises to which the Regional Office was shifted temporarily and those sub-staffs were doing that Special function, only for a temporary period. Ex. M10 and M11 are the two Appointment Orders dated 15-6-90 issued to S/ Shri K. Karunakaran and Dakshinamurthy respectively for appointing them as Security Guards. It is not disputed that the Security Guard's duty is to keep a watch over the premises and to hold the key of the premises, to open and close the same, whenever necessary. Those two sub-staffs were appointed as Security Guards some nine months prior to the appointment of these two Workmen as Packers. From all these things, it is clearly seen that the Management has not acted against the interests of these two Workmen in not giving the post of special function of holding the key of the premises.

8. So far as the non-allotment of special functional post of operating the duplicating machine is concerned, it is the contention of the Management as it is argued by the counsel for the Management that the Regional Office was using the Duplicating Machine for making copies of documents and one sub-staff who was assigned to operate that machine was drawing Special Functional Allowance for machine operation and since the machine was damaged in the fire and the use of Duplicating Machine was discontinued and the copies of documents were taken by using the Xerox Machine and in that circumstances, the Management does not need any sub-staff to attend to the Duplicating Machine as it is no longer necessary. Contrary to this, nothing has been put forward on the side of the First

Party Claimant to come to the conclusion that the contention of the Second Party Management in this aspect is incorrect. Further, as per the scheme and as per the provisions of the Personnel Manual with regard to Functional Allowance, "No employee shall as a matter of right claim to be allotted a particular portfolio of work in order to avail of the Functional Allowance attaching to that positions". This restrictive clause mentioned in the Personnel Manual under the head of Personnel Allowance has not been denied by the Union, First Party. Under such, circumstances, it is seen that the demand made by the First Party Union on behalf of the Workman of the sub-staff, S|Shri N. Nathan and N. Sowri cannot be held as justified, and hence the said Workmen are not entitled to any relief. Thus, I answer the point accordingly.

9. In view of my above findings, I pass an award holding that the demand of the Chennai Region General Insurance Employees Association for the allotment of special functions and payment of Special Functional Allowance thereof to S|Shri N. Nathan and N. Sowri, Sub-staff, National Insurance Company Ltd., Chennai is not justified and the Workmen concerned are not entitled to any relief.

Dictated to the Stenographer and typed by him direct and corrected and pronounced by me in the open court on this day, the 23rd November, 2000.

K. KARTHIKEYAN, Presiding Officer.

Witness Examined :

For Claimant/I Party : None.

For Management/II Party : None.

Documents Marked :

For Claimant/I Party :

Ex. W1 28-3-91—Appointment order issued to Shri N. Sowri.

Ex. W2 23-10-98—Copy of the representation made by Shri N. Sowri to the II Party for the assignment of Keyholding operation and duplicating machine operation.

Ex. W3 23-10-98—Copy of the representation made by Sh. N. Nathan, to the II Party for the assignment of Keyholding operation and duplicating machine operation.

Ex. W4 26-10-98—Application by the I Party Union to the Assistant Labour Commr.

Ex. W5 22-1-99—Remarks filed by the II Party before the ALC(C).

Ex. W6 1-4-99—Rejoinder filed by the I Party Union.

Ex. W7 20-7-99—Further remarks filed by the II Party Union.

Ex. W8 29-9-99—Failure Report.

Ex. W9 13-10-99—Order issued to one G. Janarthanam, assigned Xerox Machine Machine Operation.

Ex. W10 13-10-99—Order issued to one Mr. R. Babu assigning Franking Machine Operation to grant Special Functional Allowance w.e.f. 13-10-99.

Ex. W11 13-10-99—Order issued to one Mr. P. Rajendran assigning Cash Carrying function and granting Special Functional Allowance w.e.f. 13-10-99.

Ex. W12 1974.—Relevant pages of Rationalisation Scheme 1974 for Supervisory, Clerical Subordinate Staff.

Ex. W13 23-4-2000.—Xerox copy of bye-law of the I Party Union.

Ex. W14 31-12-97—Xerox copies of the membership receipts issued by the I Party Union to the Workmen concerned.

Ex. W15 28-4-98.—Xerox copy of the letter from the I Party Union to the Registrar of Trade Unions regarding submission of returns for the year ending on 31-12-97, alongwith Form 'E' with relevant pages of membership list.

Ex. W16 30-11-99—Xerox copy of the minutes of meeting of the office bearers of the I Party Union.

Ex. W17 ——List of subordinate staff who are juniors to the Workmen concerned and drawing special allowance.

For the Management/II Party :

Ex. M1 20-9-72—Copy of the General Insurance Business (Nationalisation) Act, 1972 (Relevant provisions).

Ex. M2 ——Extract from the Personnel Manual Reg. pay and allowance.

Ex. M3 30-11-94—Copy of summons issued by the Industrial Tribunal to II Party having its premises at 190 Mount Road, Chennai.

Ex. M4—5-6-97—Copy of letter given by Director of Fire Service to II Party.

Ex. M5 1-6-97—Copy of Lease Deed regarding acquiring of new premises at No. 749 Anna Salai, Chennai.

Ex. M6 1-6-97—Copy of Lease Deed regarding acquiring of new premises at No. 755, Anna Salai, Chennai.

Ex. M7 22-7-91—Copy of Lease Deed for the premises at 751 Anna Salai, Chennai.

Ex. M8 8-5-2000—Copy of Public Notice published in "The Hindu" a reg. the change of premises

Ex. M9 20-1-94—Copy of sanction order (Functional Allowance) issued by II Party to sub-staff, P. Harikrishnan.

Ex. M10 15-6-1990—Copy of appointment order issued to Sh. K. Karunakaran appointing him as Security Guard.

Ex. M11 15-6-1990—Copy of appointment order issued to M. Dakshinamoorthy appointing him as Security Guard.

Ex. M12 28-3-1991—Copy of appointment order issued to N. Nathan appointing him as Packer.

Ex. M13 3-4-98—Copy of appointment order issued to G. Annamalai appointing him as General Sub-staff.

नई दिल्ली, 1 दिसम्बर, 2000

का.आ. 2848—आईयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार कैथोलिक सिरेन बैंक लिमिटेड के प्रवर्धनतंत्र के संबंध के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आईयोगिक विवाद में आईयोगिक अधिकरण/पालाकड़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2000 को प्राप्त हुआ था।

[सं.एल-12011/29/99-आईआर(बी-I)]

एल 12011/28/99 आईआर(बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 1st December, 2000

S.O. 2848.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal Palakkad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Catholic Syrian Bank Limited and their workman, which was received by the Central Government on 30-11-2000.

[No. L-12011/29/99-IR(B-I)|L-12011/28/99-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL, PALAKKAD

(Monday the 6th November 2000/15tharthika 1922)

PRESENT :

Sri. B. Ranjit Kumar, Industrial Tribunal.
Industrial Dispute No. 135/99 (C)

BETWEEN

The Chairman, The Catholic Syrian Bank Limited
Head Office, Trichur-680 020.

(By Adv. M. Venugopalan)

AND

The General Secretary, The Catholic Syrian Bank Staff Association, 47-Unity Bldgs., Mannadiar Lane, P.B. No. 114, Trichur-4.

(By Adv. K. K. Premalal)

WITH

Industrial Dispute No. 150/99 (C)

BETWEEN

The Chairman, Catholic Syrian Bank Ltd., Head Office, Trichur.

(By Adv. M. Venugopalan)

AND

The General Secretary, Catholic Syrian Bank Employees' Union, Central Office, Vimala Bldg., P.B. No. 4, Thrissur-680 001.

(By Advs. Sreekumar Puthezhath & K. G. Bhadrani).

COMMON AWARD

The Catholic Syrian Bank Staff Association (For Short CSBSA) raised an issue regarding transfer policy and the Government of India, Ministry of Labour referred the said issue for adjudication to "Labour Court, Palakkad" vide Order No. L-12011/29/99/IR (B. I) dt. 24-8-99. No such Labour Court is in existence and the Government of India as per Corrigendum Notification dated 7-10-99 ordered that the issue has been referred to this Tribunal. On receipt of the said notification, this industrial dispute was registered as I.D. No. 135/99(C) and posted for further proceedings.

2. While I.D. No. 135/99 (C) was pending adjudication, the Government of India as per Order No. L-12011/28/99/IR (B-I) dated 11-11-1999, referred to this Tribunal another dispute raised by another union viz Catholic Syrian Bank Employees' Union (For short CSBEU) regarding formulating a clearcut transfer policy covering the employees who are working within 150 Kms distance from the Bank's Head Quarter. This second dispute was registered as I.D. No. 150/99(C).

3. The management in its written statement dated 26-6-2000 filed in I.D. No. 150/99(C) prayed that since the subject matter involved in these two disputes is transfer policy of the Bank, the same may be jointly tried and a common award be passed. It was, therefore, decided to adjudicate these two industrial disputes together and the same are disposed of by this common award.

4. The issues referred for adjudication as per the reference orders issued by the Government of India are the following :—

(1) "Whether the existing policy of transfer of the management of the Catholic Syrian Bank Ltd. is just, fair and transparent? If not, what improvements are suggested by the Court in this regard.

(2) "Whether the action of the management of the Catholic Syrian Bank Ltd. in denying to formulate clearcut transfer policy covering the employees who are working below 150 Kms distance from Bank's Headquarters is justified? If not, what relief the employees are entitled to?"

5. The pleading of the CSBSA contain in its claim statement dated 3-1-2000 and that of the CSBEU in

its claim statement dated 5-3-2000 and the rejoinder dated 10-7-2000. The management has filed separate written statements dated 17-1-2000 and 26-6-2000 in both the cases.

6. No oral evidence has been adduced by the parties in these disputes. The management produced Ext. M1 circular dated 15-6-95. The CSBSA produced certain representations submitted to the management in which they have pointed out certain anomalies and grievances in the matter of transfers effected in 1998 and 1999 and they have been marked as Ext. W1 to W16. CSBEU has not produced any documents.

7. Ext. M1 is a circular which contains certain guidelines for transfer. It appears that this is the only document evidencing the transfer policy of the management. From the pleading of the parties, it is observed that they want some improvements to be made to this transfer policy. But there are certain differences between the management and the unions which have to be settled in these adjudication proceedings.

8. According to management, the transfers are normal incidents of the working of a bank and they must be left to the discretion of those who guide the policy of the bank and manage its affairs. It is submitted by the management that transfers are not effected on considerations other than the needs of administration and such transfer affects only a small number of persons when compared with the total employment strength. There can be no doubt that it is the prerogative of the management to deploy its staff members in its various branches according to exigencies of work. However, I am of the view that a clearcut transfer policy will help to maintain industrial peace. Such a transfer policy is also necessary for the smooth functioning of the management bank which is having a number of branches spread over throughout the nation. A transparent transfer policy would definitely avoid apprehensions among its employees that transfers were effected arbitrarily and discriminatorily.

9. The unions have submitted certain suggestions for framing a transfer policy for the management-bank. The management has accepted some of these suggestions. I feel that the suggestions of the unions which have been accepted by the management need not be discussed here. I shall consider the other suggestions of the unions which the management has opposed.

10. Though the CSBSA has suggested in its claim statement that the transfer from one cluster to another shall be based on service seniority, at the time of final hearing, the learned counsel for CSBSA accepted the counter suggestions of the management that the transfer shall be based on cluster seniority.

11. Both the unions have suggested to fix certain periods for transfer from one cluster to another. As per Ext. M1 circular, management has decided that the clerical staff who have been transferred to branches offices at distance of 150 Kms and above will be brought back to their favourable cluster on completion of two years of active service. Both the unions have accepted this norm. The difference of opinion is in framing norms for transfers between the clusters within 150 Kms. As per the issue referred for adjudication in I.D. No. 150/99 (C) the demand of CSBEU is for a transfer policy covering the employees who are

working within 150 Kms distance from Bank's Headquarters. This is a bank having branches all over India and hence as rightly pointed out by the management, a transfer policy as demanded above will not be in the interest of the bank. If such a policy is framed that will lead to a position that it will not be possible to transfer an employee beyond the distance of 150 Kms from its Headquarters. I, therefore, find that this demand of CSBEU is totally unjustified.

12. However, I find that the demands of the unions to fix certain periods for transfer from one cluster to another is only reasonable. It was submitted at the Bar that the members of award staff are not bound to reside near the branch|office where they are working. Almost all cities, towns and villages in our country are now commutable with public conveyances. Therefore, there will not be any difficulty for the employees of the management-bank to reach their place of work while residing within 100 Kms from the respective branch|office. Moreover, in view of the existing norm as contained in Ext. M1 circular, the employees can opt places 150 Kms and above and after working there for two years, they can come to their favourable cluster. Therefore, I feel that only two clusters need be fixed i.e. (1) between 100 Kms and 150 Km and (2) above 150 Kms. Both the unions have suggested three years for the cluster between 100 Km and 150 Km. But in Ext. W9 letter dated 8-5-98 CSBSA requested to reduce the period of service from 5 years to 4 years for this cluster, I feel that 4 years is a reasonable period.

13. I do not find any substance in the objection raised by the management against the suggestion of CSBSA that the employees should be given a chance to select the place away from his favourable cluster. There will not be any difficulty to effect transfer to a place opted by the employee if there is a vacancy.

14. Another difference of opinion between the CSBSA and the management is regarding publication of list of transfers. CSBSA wants the list to be published in February and effected in April|May as this will help the employees to arrange the education of their children. According to management, generally transfers are effected in April|May, but the publication of list of transfers in February will create problems, as the leave availed by the employees cannot be calculated and verified in the month of February. I do not find any force in this submission made by the management. Since the transfers are effected only in April|May i.e. after the commencement of the financial year, there will not be any difficulty in ascertaining the leave availed of by the employees during their service in the transfer or branch|office in previous financial year. The management-bank is liable to prepare Profit and Loss A/C on quarterly basis and hence I do not find any substance in the submission of the learned counsel for the management that the need of the staff strength, the financial position of the branch, the volume of business transactions etc. can be ascertained only at the end of the financial year. I am of the view that the demand of the CSBSA for publication of list of transfer in February should be accepted.

15. In reply to the demand of the CSBSA that those who are above 50 years should be retained in their favourable cluster, the management submits that the

existing practice is that male employees above 50 years of age and female employees above 45 years are not transferred beyond the favourable cluster. I am of the view that this existing practice should be retained.

16. The management has seriously objected to the demand of CSBSA that the President, Vice-President, General Secretary, Secretary, Joint Secretaries, Treasurer and Assistant Treasurer of the union should be retained in their requested branches during their claim of office. According to management, certain guidelines have already been accepted in Sastry Award and the present demand of CSBSA for the above benefit for a number of office-bearers cannot be agreed upon. As per para 535 of Sastry Award, this privilege is given only to President, Vice-President and Secretary of the union. The norms for the transfer of these office-bearers adopted in Sastry Award are exactly the same that were formulated in Desai Award. There can be no doubt that the management will be put to difficulties if a large number of office-bearers of the unions are permitted to work in a particular branch/office according to their choice and convenience. Every employee is paid by the Bank for doing work for the bank and not for union activities. Therefore, the office-bearers of the unions should also be liable to be transferred from one cluster to another according to exigencies of work. However, as recommended in the Sastry Award and Desai Award some privilege of exemption in the matter of transfer to a limited member of office-bearers viz. President, Vice-President and Secretaries may be given.

17. The another demand of CSBSA is that all the sub-staff working outside language area should be brought back to their language area. It is submitted by the management that sub-staff are not transferred beyond their language area. According to management, the demand to bring back sub-staff working beyond the language area cannot be accepted in case they were recruited from places outside their language area or transferred on their request. The learned counsel for the management submitted that there are instances where the sub-staff had sought employment by showing their place of domicile outside Kerala in their employment application. According to him, having entered in service by making such a representation, they cannot claim for a transfer to their language area. I find considerable force in the above submissions made on behalf of the management.

18. Regarding compassionate transfer also there is difference between the unions and the management. According to CSBSA apart from the sickness of the concerned employee, the sickness of other family members, namely parents, spouse and children should also be given consideration for a favourable transfer. According to management, as far as possible the Bank used to consider genuine cases of such demands as far as the sickness of the employee alone is concerned. I feel that it is only reasonable to sympathetically consider the sickness of the spouse and children who are suffering from serious diseases like Cancer, heart disease or such other malignant diseases which require special treatment and attention of the concerned employee for a favourable transfer. If the employee convinces the management that he/she is the only son/daughter available in India to lookafter his/her ailing

parents, the compassionate transfer may be considered in that case also.

19. Yet another demand of CSBSA which the management has opposed is that the grievances of the employees in the matter of transfer should be considered by a Senior Officer not below the rank of a Deputy General Manager. The learned counsel for the management submitted that the present practice is that these grievances are redressed by a Chief-Manager and the said practice can be followed. According to management, the services of a Deputy General Manager cannot be spared for this purpose. It is also submitted by the counsel for the management that transfers are effected by a Committee consisting of Chairman, General Manager (Operations) and Deputy General Manager (Development) and hence further consideration by a Deputy General Manager is unwarranted. I feel that it will not be proper to review the decision of Transfer Committee by a Deputy General Manager or a Chief Manager. I am of the view that the grievances of the employees in the matter of transfer shall be redressed by the Transfer Committee itself. This exercise shall be completed before 31st March.

20. Having considered the various suggestions and counter suggestions put forward by the parties in these industrial disputes, this Tribunal submits the suggestions for transfer of the employees of the management in Appendix-I and reference orders in both the cases are answered accordingly.

Dated this the 6th day of November, 2000.

B. RANJIT KUMAR, Industrial Tribunal.

APPENDIX-I

GUIDELINES FOR TRANSFER OF AWARD STAFF

(i) The declaration regarding domicile submitted by an employee at the time of joining the service shall be irrevocable. However, the ladies may be given an opportunity for submitting a fresh declaration in this regard after marriage.

(ii) Regionally recruited Clerk/Cashier/Typist shall be transferred within their region only. The regions shall be as follows :—

Region 1—Kerala.

Region 2—Tamilnadu, Karnataka.

Region 3—Other States.

(iii) The area covering 40 Km. radius from the place of domicile of an employee shall be treated as a favourable cluster.

(iv) The employees who had worked at places above 150 Kms from their domicile shall be brought back to their favourable cluster after working for two years and persons/working at places between 100 and 150 Kms shall be brought to the favourable cluster after working for four years.

(v) As far as possible the transfer outside the favourable cluster may be effected to a branch/office opted by the employee subject to availability of vacancy.

(vi) On return of an employee from unfavourable cluster to his favourable cluster, which is effected only on the employee's request, the employee who had continuously worked more in that favourable cluster shall go first.

(vii) During the period of service in the unfavourable cluster, if the employee concerned had availed of more leave than that is accumulated during that period, he/she had to work in that area for more days to compensate the excess leave thus availed of.

(viii) On implementing this transfer policy, the employees' past service in favourable/unfavourable cluster shall be taken into consideration first.

(ix) The male employees who are aged above 50 years and female employees above 45 years may be retained in their favourable cluster.

(x) The transfer of President, Vice-President and the Secretary of the union shall be in accordance with the following norms adopted in para 535 of Sastry Award.

- (1) Every registered bank employees' union from time to time, shall furnish the bank with the names of the President, Vice-President and the Secretaries of the union.
- (2) Except in very special cases, whenever the transfer of any of the above mentioned office bearers is contemplated at least five clear working days' notice should be put up on the notice boards of the bank of such contemplated action.
- (3) Any representations, written or oral, made by the union shall be considered by the bank :
- (4) If any order of transfer is ultimately made, a record shall be made by the bank of such representations and the banks' reasons' for regarding them as inadequate ; and
- (5) The decision shall be communicated to the union as well as to the employee concerned.

(xi) The sub-staff who were transferred beyond their language area without their willingness may be brought back to their respective language area.

(xii) The management may consider the request for compassionate transfer on the ground of sickness to the concerned employee or his/her spouse and children. The management may also consider the request for transfer on the ground of sickness of the parents of the employee, provided that the employee satisfies the bank that he/she is the only son/daughter available in India to look after his/her ailing parents. In all these cases the employee shall produce the medical certificate or any other document to the satisfaction of the management that his/her spouse, children or parents as the case may be, are suffering from serious diseases like cancer, heart disease or such other malignant diseases.

(xiii) The transfer from unfavourable cluster to favourable cluster shall be effected only on request of the concerned employee.

(xiv) As far as possible, in the case of transfer of employees other than regional recruits, the distance of transfer to other regions may be minimum from the employees' place of domicile.

(xv) Those who have worked for two years in the hilly areas like Munnar, Manathody, Kalpetta, Wayanad, Sulthan Bathery, Gudaloor etc. shall be given favourable transfer on request.

(xvi) The request letters for transfer shall be entered in a separate register maintained at the Head Office and due acknowledgement thereof shall be given to the employees.

(xvii) The list of transfers shall be published in February each year and the transfers shall be effected before the end of May in that year.

(xviii) The Transfer Committee consisting of Chairman, General Manager, (Operations) and Deputy General Manager (Development) or such other members shall consider the complaints regarding transfers and if necessary review the transfer orders. The complaints in this regard shall be submitted before 15th March and the Transfer Committee shall dispose of the complaints and communicate its decision to the complainant-employee before 15th April every year.

6th November, 2000.

B. RANJIT KUMAR, Industrial Tribunal

APPENDIX-II

Witnesses examined on the side of Management :
Nil.

Witnesses examined on the side of Unions :
Nil.

Documents marked on the side of Management :

Ext. M1—Circular dated 15th June, 1995.

Documents marked on the side of Unions :

Ext. W1—Letter dated 22-2-99 from CSBSA to Management.

Ext. W2—Letter dated 22-2-99 from CSBSA to Management.

Ext. W3—Letter dated 10-2-1999 from CSBSA to Management.

Ext. W4—Letter dated 10-2-1999 from CSBSA to Management.

Ext. W5—Letter dated 10-2-1999 from CSBSA to Management.

Ext. W6—Letter dated 29-1-1999 from CSBSA to Management.

Ext. W7—Letter dated 20-1-1999 from CSBSA to Management.

Ext. W8—Letter dated 22-8-1998 from CSBSA to Management.

Ext. W9—Letter dated 8-5-1998 from CSBSA to Management.

Ext. W10—Letter dated 15-4-1998 from CSBSA to Management.

Ext. W11—Letter dated 14-5-1997 from CSBSA to Management.

Ext. W12—Letter dated 13-5-1997 from CSBSA to Management.

Ext. W13—Letter dated 5-4-97 from CSBSA to Management.

Ext. W14—Letter dated 29-5-96 from CSBSA to Management.

Ext. W15—Letter dated 4-6-96 from CSBSA to Management.

Ext. W16—Letter dated 1-11-95 from CSBSA to Management.

नई दिल्ली, 1 दिसम्बर, 2000

का आ. 2849—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नियम रेलवे, कोटा के प्रबन्धतंत्र के संबंध नियंत्रण को और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में ऑद्योगिक अधिकारण कोटा (राज.) के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2000 को प्राप्त हुआ था।

[नं. पं. 41012/99/98-आई. आर. (वी-1)]
अर्जन कुमार, डैस्क अधिकारी

New Delhi, the 1st December, 2000

S.O. 2849.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Kota (Raj.) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Paschim Railway, Kota and their workman, which was received by the Central Government on 30-11-2000.

[No. L-41012/99/98-IR(B.I)]

AJAY KUMAR, Desk Officer

अनुबंध

न्यायाधीश, ऑद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राज.
पीठासीन अधिकारी: श्री महेश चन्द्र भगवती, आर.एच.जे.एस
निवेदन प्रकारण क्रमांक: आ. न्या./केन्द्रीय/7/99
दिनांक न्यायित: 31/3/99

प्रसंग: भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश

सं. एल-41012/99/98-आई. आर. (वी. आई.)

दिनांक 17-3-99

निर्देश अन्तर्गत धारा 10(1)(घ)
ऑद्योगिक विवाद अधिनियम, 1947

मध्य

मुनीलाल वर्मा द्वारा दिविजनल स्टेटर्ड, पश्चिम रेलवे कर्मचारी परिषद, कोटा/राज.

—प्रार्थित श्रमिक

पंच

दिविजनल रेलवे मैनेजर, पश्चिम रेलवे, कोटा।

—अप्रार्थी नियोजक

उन्नियम

प्रार्थित श्रमिक की ओर से प्रतिनिधि: श्री ए. डी. गोवर अप्रार्थी नियोजक की ओर से प्रतिनिधि: श्री वी. एल. धोलपुरिया

अधिनियम दिनांक: 24-10-2000

अधिनियम

भारत भैरवाल, श्रम मंत्रालय, नई दिल्ली द्वारा अपनी उक्त अदेश दिनांक 17-3-99 के अनुसार निम्न निर्देश-विवाद अनुसूची, ऑद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त “अधिनियम” से सम्बोधित किया जावेगा) की धारा 10(1)(घ) के अन्तर्गत इन न्यायाधिकरण को अधिनियमार्थी मन्त्रित किया गया है:—

“Whether the action of Divisional Railway Manager, Western Railway, Kota through its officers for not regularising the Services of S/Shri Muni Lal, Fakruddin and Mata Prasad Casual Labour's on the basis of screening held on 7-6-96 is justified or not? If not, for what relief the workman are entitled to and from which date.”

2 निर्देश-विवाद अनुसूची इम न्यायाधिकरण में प्राप्त होने पर पजीबद्ध उपरान्त दोनों पक्षों को सूचना जारी की गयी जिस पर दोनों पक्षों की ओर से अपनी-अपनी उन्नियम न्यायाधिकरण में दी गयी है।

3 आज पत्राधीनी प्रार्थी पक्ष की ओर से क्लेम स्टेटमेन्ट प्रस्तुत किये गये हैं तथा नियम धारा 17 की ओर से कोई क्लेम स्टेटमेन्ट प्रस्तुत नहीं किया गया व ना ही प्रार्थित श्रमिक न्यायाधिकरण में उपस्थित हुए हैं। पवाली के अन्तर्गत ने प्रकट दीता है कि प्रार्थित के विवाद प्रतिनिधि को अनेको अवमन दिये गये किन्तु उनकी ओर से कोई बैलम स्टेटमेन्ट प्रस्तुत नहीं किया गया, इससे न्याय है कि प्रार्थित को इस विवाद में रुचि नहीं है। अत. बैलम के अभाव में सन्त्रिप्ति निर्देश-विवाद प्रार्थित के विरुद्ध एवं अप्रार्थी के पक्ष में अधिनियम लिया जाना है।

इस अधिनियम को भारत सरकार को नियमानुसार प्रकाशनार्थ भिजाया जावे।

महेश चन्द्र भगवती, न्यायाधीश

नं० ६६ दिल्ली, १ दिसम्बर, २०००

का. न्र. 2850—आंदोलिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेलवे मेन सर्विस के प्रबन्धनतंत्र के संबंध नियोजनों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आंदोलिक विवाद में आंदोलिक अधिकरण हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-11-2000 को प्राप्त हुआ था।

[मा. एन-41012/163/98-ग्राइ आर (बी-1)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 1st December, 2000

S.O. 2850.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Railway Mail Service and their workman, which was received by the Central Government on 30-11-2000.

[No. L-41012/163/98-IR(B. I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT :

Sri Syed Abdullah, B.Sc., B.L.,
Industrial Tribunal-I.

Dated : 31st day of October, 2000
Industrial Dispute No. 23 of 1999

BETWEEN :

Sri J.D.V. Prakash, Ex. E.D. Man,
Behind CSI Church, Pezzonipet.
Vijayawada. ... Petitioner

AND

1. The Sr. Supdt. of RMS, RMS Y Division, Vijayawada.
2. The Head Record Officer, RMS Y Division, Vijayawada-1 ... Respondents

APPEARANCES :

Sri William Burra, Advocate for the Petitioner.

Sri A. Raghavaiah, Standing Counsel for the Respondents.

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following Industrial Dispute under Section 10(1)(d) and Sub-section (2A) of Industrial Disputes Act, 1947 to this Tribunal for adjudication, vide Order No. L-41012/163/98-IR(B.I), dt. 15-2-1999.

“Whether the action of the Management of Railway Mail Service in inflicting the punishment of dismissal from service on Shri J.D.V. Prakash, Ex. E. D. Man, RMS, Y Division, Vijayawada is justified ? If not, to what relief the workman is entitled to ?”

Both parties appeared and filed their respective pleadings.

2. The workman filed claim statement and its averments are briefly stated as under : The petitioner was appointed as casual labour on 15-7-1977 and worked for 5 House a day. In the said capacity he worked for 2-1/2 years. Later he was selected as E.D. Agent and was appointed as such from 1-2-1980. In that post, he worked till 31-12-1997. In all he served for about 21 years and discharged his duties satisfactorily without any remark whatsoever. While so, he fell sick on 2-4-97 and he informed to the respondent by sending leave letters dt. 2-4-97, 1-7-97 and 30-7-97 which were sent through messenger. But the said leave applications were rejected by the management. Inspite of his best efforts to get leaves sanctioned but in vain. On account of sickness the petitioner could not attend for duty from 2-4-97. The petitioner reported for duty on 1-11-97 with the medical certificate of fitness. But he was not allowed to join duty by the respondent. An enquiry was initiated against the petitioner for his absence from duty for the period from 1-11-97 to 31-12-97. He was issued with a charge sheet on 26-12-97 calling for his explanation. The petitioner submitted his explanation denying the charges and stated the reasons for his absence on account of his illness for the period from 2-4-97 to 31-10-97. Instead of his explanation, he was kept on put off duty with effect from 1-1-1998 and ultimately the services of the petitioner were terminated from 21-4-1998. The action of the respondents is illegal, arbitrary and violative of principles of natural justice. The punishment of termination is disproportionate to the alleged misconduct on account of the absence for duty. Hence prayed to set aside the impugned order and to order reinstatements with continuity of service and full backwage in the interest of justice.

3. The respondents filed counter and briefly the averments are as under : It is submitted that 21 Mail Men vacancies were notified for the year

1990 and examination was conducted on 12-8-90. 21 candidates were selected from EDMN including the petitioner, but only 10 candidates were absorbed in the existing vacancies and remaining 11 candidates were not absorbed as the posts were abolished and also due to non-availability of physical vacancies. After notification in the year 1990 Sorting Section was cancelled. Under the said circumstances, 11 candidates are not taken into. While so, some of the candidates filed OA No. 544/97 before the Central Administrative Tribunal. The Tribunal held that the empanelled candidates have no rights to be appointed.

4. The petitioner remained absent for duty from 2-4-97 to 31-10-97 unauthorisedly. He never communicated or applied for sanction of leave. The service of the petitioner is governed by the P&T ED Agents Conduct and Service Rules, 1964. Under Rule 5 of it, a person should not absent from his duties continuously for more than 180 days in a year. The petitioner unauthorisedly absent for more than 180 days and as such violated the provisions of Rule 5. Under Rule 8 if any person violated the Rule 5, such person will be removed from service. As per the procedure laid down in the rules, following the said procedure, the 2nd respondent issued a charge sheet under a memo No. JDVP/EDMN dt. 26-12-97 and appointed Inspector HSG. II Vijayawada as an inquiring authority. The petitioner was given reasonable opportunity to take part in the inquiry and to plead his case before the inquiring authority. The authority after hearing the petitioner submitted his report on 11-3-98. A copy of it was supplied to the petitioner so as to enable him to submit his written representation to the HRD RMS Y Division. The said authority disposed of the representation by passing final order under Memo No. PF/JDVP dated 21-4-98 removing the petitioner from service. It is a settled law that the Department of Posts is not an industry which was decided in Civil Appeal Nos. 3385-86 of 1996 on 2-2-97. Hence prayed to dismiss the claim.

5. The point for adjudication is whether the impugned order of dismissal of Sri J.D.V. Prakash from service is justified ? If not to what relief he is entitled ?

6. At the stage of hearing, on the point of domestic enquiry, the petitioner counsel consented to hold the domestic enquiry as valid and thereby consent. the documents filed by the workman are marked as Exs. W1 to W15 and the respondent has relied on the very same documents. Further the conduct rules of Extra-Departmental Agents (Conduct and Service) Rules, 1964, filed by the petitioner are very much relied.

7. Admittedly the petitioner was appointed as E.D. Agent on 1-2-1980 and while working under

2nd respondent, he absented from duties with effect from 2-4-1997 to 31-10-1997; Accordingly the petitioner he submitted leave applications Exs. W1 to W3 by sending through messenger from time to time. But the same were not accepted and after his recovery, he reported for duty along with Ex. W4 sick and fitness certificate issued by the Private Doctor. But he was not taken on duty by sanctioning the leave. On the other hand he was issued with charge memo Ex. W6 to hold an enquiry keeping him under 'put off' duty, for which he submitted his explanation explaining the circumstances in which he was prevented from attending duty on account of his sickness. On the other hand the contentions raised by the respondents are two fold (1) that the Postal Department is not an industry to attract the Section 2(s) of the I.D. Act. So the dispute is to be dismissed as not maintainable. In support of his contention, reliance is placed upon a decision of Hon'ble Supreme Court reported in 1996 (72) FLR 90(SC) Sub-Divisional Inspector of Post vs. Theyyam Joseph that the Postal Department is not an industry. But in respect of the said judgement in a subsequent decision of Hon'ble Supreme Court reported in (1997) SCC 767-General Manager, Telecom vs. A. Srinivasa Rao. The Hon'ble Supreme Court held that any Bench of lesser strength cannot take a contrary view to the earlier larger bench of the Supreme Court decision decided in Bangalore Water Supply case holding that the Telecom Department is an Industry within the meaning of Section 2(s) of the Act which should be followed in preference to subsequent decision of earlier Bench. So in view of the settled law, the postal department is also an industry and so the contention raised by the respondent does not hold water. The second contention is that the petitioner since has violated the Rule 5 of E.D.A. Conduct and Service Rules R/W Rule 8. there was no option except to pass order of removal by issuing a Memo No. PF/J DV Prakash at VJA-520001 dt. 21-4-1998 which cannot be questioned as not justified under law.

8. Whereas it is argued for the petitioner that the Rule 5 of Leave Rule was amended in 1998 under which the Heads of the Circles have been delegated powers to sanction leave to E.D. Staff beyond 180 days on account of genuine reasons. Further as per Rule 8 if E.D.A. absents beyond 180 days, necessary procedure has to be followed under Rule 8 which is not been done so.

9. In order to know service conditions of E.D.A., the rights and duties of such employees and the merits of pros and cons of the contentions put forth by the parties, it is necessary to elaborate the relevant rules.

Section II

Orders of Government on the Recommendations G.I. Dept. of Posts, O.M. No. 26-1/97-PC & ED Cell, dt. 17-12-1998

2. (c) Leave :—Extra-Departmental Agents may be granted paid leave at the rate of 10 days for every half year, but there shall be no provision of carry forward or encashment of this leave. This will be implemented with effect from half year beginning from 1st July, 1998.

Section III

EDA Conduct and Service Rules

5. LEAVE

The employees shall be entitled to such leave as may be determined by the Government from time to time :

provided that—

- (a) where an employee fails to resume duty on the expiry of the maximum period of leave admissible and granted to him, or
- (b) where such an employee who is granted leave for a period less than the maximum period admissible to him under these rules, remains absent from duty for any period which together with the leave granted exceeds the limit upto which he could have been granted such leave,

he shall, unless the Government, in view of the exceptional circumstances of the case, otherwise decides, be removed from service after following the procedure laid down in Rule 8.

DIRECTOR GENERAL'S INSTRUCTIONS

(1) Leave of 10 days for every half year :—Extra Departmental Agents may be granted paid leave at the rate of 10 days for every half year, but there shall be no provision of carry forward or encashment of this leave. This will be implemented with effect from half year beginning from 1st July, 1998.

[D.G. Posts O.M. No. 26-1/97-PC & ED Cell dt. 17-12-98 para 2(c)]

(2) Granting of leave to ED Agents and appointment of substitutes :—A reference is invited to Rule 5 of the ED Agents (Conduct and Service) Rules, 1964, according to which the employees shall be entitled to such leave as may be determined from time to time. In accordance with this provision, Government of India have decided that leave for ED Agents should be regulated as below :—

(1) The expression 'leave' as applied to ED Agents means 'period during which with the approval of the Appointing Authority, an ED Agent is permitted not to attend personally to the duties assigned to him, provided that in cases where a Superintendent of Post Offices is the Appointing Authority, such approval may be accorded on his behalf, by the concerned inspector of Post Offices for a period not exceeding 60 days".

An Inspector of Post Offices will be competent to sanction leave for a period not exceeding 60 days in cases where the appointing authority is the Superintendent.

- (2) During leave, every ED Agent should arrange for his work being carried on by a substitute who should be a person approved by the authority competent to sanction leave to him. Such approval should be obtained in writing.
- (3) The allowance normally payable to an ED Agent shall, during leave, be paid to the approved substitute provided by him.
- (4) No ED Agent should be permitted leave of absence for more than 90 days at a stretch which may be extended upto 180 days in exceptional circumstances by the Divisional Superintendent of Post Offices. The maximum period of leave which may be sanctioned to an ED Agent in a single stretch shall not exceed 180 days. Leave of absence in excess of 180 days may be granted by Heads of Circles only in cases where the necessity for leave arises due to ED Agent officiating in a departmental post. The

Heads of Circles have been delegated powers to sanction leave to EDAs beyond 180 days on account of genuine illness (effective 12-9-1988).

- (5) If an ED Agent remains on leave for more than 180 days at a stretch, he will be liable to be proceeded against under Rule 8 of EDAs (Service and Conduct) Rules, 1964.
- (6) Leave shall not ordinarily be availed by an ED Agent at frequent intervals. If an ED Agent is found to have taken leave at frequent intervals for a total period of 180 days or more in a period of one year, he shall cease to be an ED Agent.

Rule 5(8) : Provisional appointment of substitute all absorption of ED Agent to regular departmental post:—In para 4 above, it was made clear that if an ED Agent is appointed against a regular post (departmental) such as postman, Packer, etc., and the vacancy is of a short duration, he may provide his own substitute subject to the same conditions as in the case of ED Agent proceeding on leave. If, however, an ED Agent is appointed to a regular departmental post for an indefinite period and there is no likelihood of his returning as ED Agent, then the appointing Authority should make arrangements to fill up the post of ED Agent in the normal manner by calling for applications, when appointment of ED Agents are made in such cases, it has to be made clear that the arrangement will continue only so long as the person originally working as ED Agent and now working as Packer, Postman, etc., is not regularly appointed to the departmental post and when he is regular appointed as Packer, etc., the position will be reviewed. In case the original ED Agent has to revert back for want of vacancy in the Departmental post, he will automatically get back his job as ED Agent and his previous service as ED

Agent will be taken into account for considering his title to exgratia gratuity after condoning his absence for the period he worked as Group 'D' or Postman, etc., The provisions of Para 1 (5) that if an ED Agent remains on leave for more than 180 days at a stretch he shall cease to be an ED Agent, are not applicable in such cases.

10. It is true that the petitioner had absented for duty at a stretch extending his absence from 21-4-1997 to 31-10-1997 (209 days) beyond 180 days and as per Rules, the appointing authority has to proceed with the enquiry. It is to be noted that Postal ED Staff Rules were amended on the 'basis' of recommendations of Justice Charanjit Talwar who was appointed as Chairman of one Man Committee and on his recommendations, E.D. Rules have been formulated by modifying the earlier stringent rules in respect of Extra Departmental Agents working in the Department. By means of amended Rules, the Heads of the Circles have been delegated powers to sanction leave to E.D. Staff beyond 180 days on account of genuine illness and such powers are effective from 12-9-1988. Further under Rule 8 the provisional appointment of Substitute will be made in case of E.D. Agent has gone on leave. Eventhough such a right is given it was not exercised considering the long service of the petitioner in the Department as E.D.A. for his absence to duty. If the Head of the Office refuses to receive leave application Exs. W1 to W3 sent by him through a messenger the persons concerned will be undone and helpless. In order to protect rights of such unfortunate, E.D.A. staff, rules have been amended which are not taken into consideration at all. Thus on an over all view of the rules, it is clear that the absence for duty exceeding 180 days, is to be sanctioned as leave without pay by invoking amended Rule 5 which came into effect from 12-9-1988 onwards. Thereby the petitioner is entitled to the benefit given under the Rules. The removal order is dated 21-4-1998 and since the rules have retrospective effect from 12-9-88, the petitioner is entitled to claim the benefit for sanction of leave even though he absented for duty over and above 180 days. The concerned Authority has failed to exercise proper discretion in the matter. While adjudication the dispute, the workman has right to invoke Section 11-A of the I.D. Act and considering the factual aspects and circumstances of the case, this Tribunal may take sympathetic view in ordering the reinstatement. On account of absence, the petitioner is a looser and suffered loss of pay and also he became a junior to the other staff for promotion which disadvantage is a punishment to him for his absence for duty. So no further punishment is required. Apart from it, all the while he faced financial crisis and difficulty which itself is a lesson to him to attend for duty in future regularly without deviating rules. Hence it is reasonable to reinstate him into service without the benefits of back wages.

11. In the result, an award is passed setting aside the impugned order of removal dt. 21-4-1998 (Ex. W12) passed by the 2nd respondent and directing the respondent to reinstate the petitioner into service with

continuity of service. The petitioner is not entitled to service benefits and back wages. He shall be reinstated to service within 30 days from the date of Publication of this Award.

Dictated to the Steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal on this the 31st day of October, 2000.

SYED ABDULLAH, Industrial Tribunal-I

Appendix of Evidence:

No oral evidence is adduced on either side.

Documents marked for the Petitioner :

- Ex. W1—Leave letter dt. 2-4-97 submitted by the petitioner.
- Ex. W2—Leave letter dt. 1-7-97 submitted by the petitioner.
- Ex. W3—Leave letter dt. 30-7-97 submitted by the petitioner.
- Ex. W4—Xerox copy of Medical Certificate of sickness and fitness of the petitioner.
- Ex. W5—Representation dt. 10-11-97 submitted by petitioner.
- Ex. W6—Memo dt. 26-12-97 issued to the petitioner.
- Ex. W7—Memo dt. 30-12-97 issued to the petitioner.
- Ex. W8—Representation dt. 5-1-98 of the petitioner.
- Ex. W9—Enquiry Proceedings including findings of the E.O.
- Ex. W10—Letter dt. 13-3-98 from the Head Record Officer to the petitioner.
- Ex. W11—Representation dt. 30-3-98 submitted by the petitioner.
- Ex. W12—Termination order dt. 21-4-98 issued to the petitioner by the Head Record Officer, Vijayawada.
- Ex. W13—Representation of the petitioner to the Labour Commissioner, Vijayawada.
- Ex. W14—Representation dt. 22-7-1998 submitted by the petitioner to the Regl. Post Master General Vijayawada.
- Ex. W15—Conciliation failure report dt. 30-9-98 submitted by ALC(C).

Documents marked for the Respondents:

NIL

नई दिल्ली, 5 दिसम्बर, 2000

का.आ. 2851.—श्रीयोगिक विवाद अधिनियम, 1947

(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिकरण, कलाकता

के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4 दिसम्बर, 2000 को प्रस्तु हुआ था।

[सं. एल-12012/47/92-आई. आर. बी-III/बी-I]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 5th December, 2000

S.O. 2851.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 4-12-2000.

[No. L-12012/47/92-IR-B(III 'B)I]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA**

Reference No. 44 of 1992

PARTIES :

Employers in relation to the management of State Bank of India.

AND

Their Workmen.

PRESENT :

Mr. Justice B. P. Sharma, Presiding Officer.

APPEARANCE :

On behalf of Management—None.

On behalf of Workmen—None.

STATE : West Bengal.

INDUSTRY : Banking.

AWARD

By Order No. L-12012/47/92-IR B.III dated 20-7-1992 the Central Government in exercise of its powers under Section 10(1)(B) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of State Bank of India in dismissing the services of Shri Shani, Sweeper-cum-Farash is justified? If no, to what relief the workman is entitled to?”

2. When the case is called out today, none appears for the either of the parties. On the last date also no one appeared for them. It also appears from the record that on earlier several occasions, no one appeared for the union and the case was being adjourned from time to time. It is accordingly clear that the union is no longer interested to proceed with the case.

3. In the aforesaid circumstance, this Tribunal has no other alternative but to dispose of the present reference by passing a “No Dispute” Award.

4. A “No Dispute” Award is accordingly passed and the reference is disposed of.

B. P. SHARMA, Presiding Officer

Dated, Calcutta,

The 22nd November, 2000.

नई दिल्ली, 14 दिसम्बर, 2000

का.आ. 2852.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 10 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार दिनांक 27 मई, 2000 को भारत के राजपत्र के भाग 2, खंड 3 (ii) में प्रकाशित भारत सरकार के श्रम मंत्रालय की दिनांक 16 मई, 2000 की अधिसूचना का.आ. 1169 में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में “धारा 10 की उपधारा (i) के खंड (च) के अन्तर्गत केन्द्रीय सरकार द्वारा नियुक्त” शीर्षक के अन्तर्गत क्रमांक 27 के सामने प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएगी अर्थात् :—

“श्री कलोल भट्टाचार्य,
राज्य सचिव, बी.एम.एस. (आ.प्र.)
सी-21 एस.पी.एस. ओल्ड कालोनी,
सिरपुर, कागज नगर-504296
जिला आदिलाबाद ।

[संख्या यू-16012/1/99 एस.एस.आई.]

जे. पी. शुक्ला, उप सचिव

New Delhi, the 14th December, 2000

S.O. 2852.—In exercise of the powers conferred by Sub-Section (1) of Section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour No. S.O. 1169, dated the 16th May, 2000 published in the Gazette of India, Part II, Section 3(ii) dated the 27th May, 2000 :

In the said notification under the heading “Appointed by the Central Government under clause (f) of Sub-Section (1) of Section 10” for the entries against S. No. 27, the following entries shall be substituted namely :—

“Sh. Kallool Bhattacharya,
State Secretary, BMS(A.P.),
C-21 SPM Old Colony,
Sirpur-Kagaznagar-504296
Distt. Adilabad.

[No. U-16012/1/99-SSI]

J. P. SHUKLA, Dy. Secy.

नई दिल्ली, 14 दिसम्बर, 2000

का.आ. 2853.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जनवरी, 2001 की उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4, अध्याय-5 और 6 [धारा-76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही

प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“जिला तृश्णूर के मुकुन्दपुराम तालुक में राजस्व ग्राम परियारम के अन्तर्गत आने वाले क्षेत्र” ।

[संख्या : एस-38013/51/2000-एस.एस.आई.]

जे. पी. शुक्ला, उप सचिव

New Delhi, the 14th December, 2000

S.O. 2853.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st January, 2001 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala, namely :—

“The areas within the Revenue Village of Pariyaram in Mukudapuram Taluk of Trichur District.”

[No. S-38013/51/2000-SS 1]
J. P. SHUKLA Dy. Secy.

नई दिल्ली, 18 दिसम्बर, 2000

का.आ. 2854.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जनवरी, 2001 की उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (धारा 44 और 45 के सिवाएं जो पहले ही प्रवृत्त की जा चुकी हैं) और अध्याय-5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79, 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध आनंद प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे अर्थात् :—

“गूट्टूर जिले में तेनाली नगर पालिका में आने वाले सभी इनाके, तेनाली मन्डल में आने वाले राजन्त्र ग्राम पेदारावूरु अंगलाकुदूर, बुरिखालेम, नेलापाडू, कटिवरम, नन्दिवेलुगू, संगम जागारलामुडि और गुडिवाडा, वेमरु मन्डल में जम्पाना और कुचिरुडि/टीमुन्डूर मन्डल में चिव्वापरिमि और चेवाल मन्डल में वडलामुडी,”

[संख्या एस. 38013/51/2000-एस. एस-1]

जे. पी. शुक्ला, उप सचिव

New Delhi, the 18th December, 2000

S.O. 2854.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st January, 2001 as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapter V and VI [except sub-section (i) of Section 76 and Sections 11, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh, namely :—

“All the areas falling within the municipal limits of Tenali, revenue village of Padaravur, Angalkuduru, Burripalem, Nelapadu, Kallevaram, Nanidvelugudi, Sangam Jagarlamudi, Gudivada in Tenali Mandal,

Jampana and Kuchipudi in Vemuru Mandal, Chinaparimi in Tunder Mandal and Vadlamudi in Chebrolu Mandal of Guntur District."

[No. S-38013/52/2000-SS-I]

I. P. SHUKLA, Dy. Secy

नई दिल्ली, 15 दिसम्बर, 2000

का.आ. 2855—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (d) के उपखंड (vi) के उपवर्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 1477 दिनांक 19-6-2000 द्वारा भारत सरकार टकसाल, हैदराबाद को उक्त अधिनियम के प्रयोजनों के लिए 19 जून, 2000 से छह मास की कालावधि के लिए उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (d) के उपखंड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उद्दत अधिनियम के प्रयोजनों के लिए 19 दिसम्बर, 2000 से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फास. एस 11017/1/96-आई आर (पी. एल.)]
एच.सी. गुप्ता, अवर सचिव

New Delhi, the 15th December, 2000

S.O. 2855.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Dispute Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 1477 dated the 19-6-2000 the services in India Government Mint, Hyderabad to be a public utility service for the purpose of the said Act, for a period of six months from the 19 June, 2000.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from 19th December, 2000.

[No. S-11017/1/96-IR(PL)]

I. C. GUPTA, Under Secy.

नई दिल्ली, 15 दिसम्बर, 2000

का.आ. 2856.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रवंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1,

धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-12-2000 को प्राप्त हुआ था।

[सं.एल-20012/386/94/आई. आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 15th December, 2000

S.O. 2856.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No 1, Dharmbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C. Ltd and their workman, which was received by the Central Government on 5-12-2000.

[No. L-20012/386/94-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d)
(2A) of the Industrial Disputes Act, 1947.

Reference No. 117 of 1995.

PARTIES :

Employers in relation to the management of
Bhowra Area of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri S. Prasad, Presiding Officer.

APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.

For the Workmen.—Shri S. N. Goswami, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 30th June, 1999.

AWARD

By Order No. L-20012/386/94-I.R. (Coal-I) dated 19-9-1995 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Bhowra Coke Plant of M/s. BCCL in dismissing Shri Shakti Pada Chatterjee, Time Keeper is justified? If not, to what relief the concerned workman is entitled?”

2 The dispute has been settled out of Court. A memorandum of settlement has been filed in this Tribunal. I have gone through the terms of settlement and I find them quite fair and reasonable. I allow the prayer and pass an award in terms of the settlement. The memorandum of settlement shall form part of this award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Dispute Act, 1947.

S. PRASAD, Presiding Officer

Memorandum of Settlement arrived at between the Management of Eastern Jharia Area of M/s. B.C.C. Ltd., and Sri S. P. Chatterjee, Time-Keeper, Bhowra Coke Plant and the representing Union-BCKU, in Form 'H'.

Management Side :

1. Sri Rajeshwar Singh,
Dy. Chief Personnel Manager,
Eastern Jharia Area.

AND

Workmen Side :

1. Sri S. P. Chatterjee, Ex-Time Keeper,
Bhowra Coke Plant.

2. Sri Dilip Chakraborty,
Area Secy., BCKU, EJA-Bhowra.

SHORT RECITAL OF THE CASE :

Shri S. P. Chatterjee, Ex-Time Keeper of Bhowra Coke Plant, was dismissed from service for fraud & dishonesty in connection with the Company's business, w.e.f. 23-02-1993, as he falsely booked the attendances of the workmen of Bhowra Coke Plant who were not present on duty. He put up a mercy petition before the management for his reinstatement and his case was also represented by Sri Dilip Chakraborty, Area Secretary, BCKU, EJA Area Bhowra.

The competent authority has accorded his kind approval to reinstate Shri S. P. Chatterjee on the following terms and conditions, as communicated by the G.M.I.C(P&IR), BCCL, Koyla Bhawan, vide his letter No. Dy. CPM(IR)|Bhowra Area|99|3063-64 dated 23|24-4-99 and subsequent letter No. Dy. CPM(IR)|Bhowra Area|99|3258-60 dt. 29|30-4-99.

TERMS & CONDITIONS

1. Sri S. P. Chatterjee will be examined by the Area Medical Board and he should be declared FIT for duty.

2. He should not have withdrawn his CM contribution and gratuity amount.
3. He should not have filed any case against his dismissal before any Court and not raised any dispute before the Labour machinery and if so, he will withdraw same immediately.
4. He will be properly identified.
5. He will work honestly and sincerely future after re-instatement.
6. He will be reinstated as Clerk in clerical Grade-II, and will be posted at Sudamdihi, Washery.
7. He will not be paid any wages for the period of his idleness i.e. from the date of dismissal to the date of resumption of duty on reinstatement, and the whole period will be treated as dies-non.
8. He will not raise any dispute and claim for wages etc. before any forum and the Settlement is final and binding for both the parties.
9. A copy of this Agreement will be sent to the ALC(C), Dhanbad, for his kind notice and record.

Sd/- Rajeshwar Singh, Sd/- S. P. Chatterjee,
Dy. Chief Personnel Manager, Ex-Time Keeper,
Eastern Jharia Area. Bhowra Coke Plant.

Sd/- Dilip Chakraborty,
A|Secy. BCKU, EJA-Bhowra.

WITNESSES :

1. Sd/- Illegible.
2. Sd/- Illegible.

PART OF THE AWARD :

Sd/- Sarju Prasad,
Presiding Officer.

Central Govt. Industrial Tribunal No. 1,
Dhanbad.